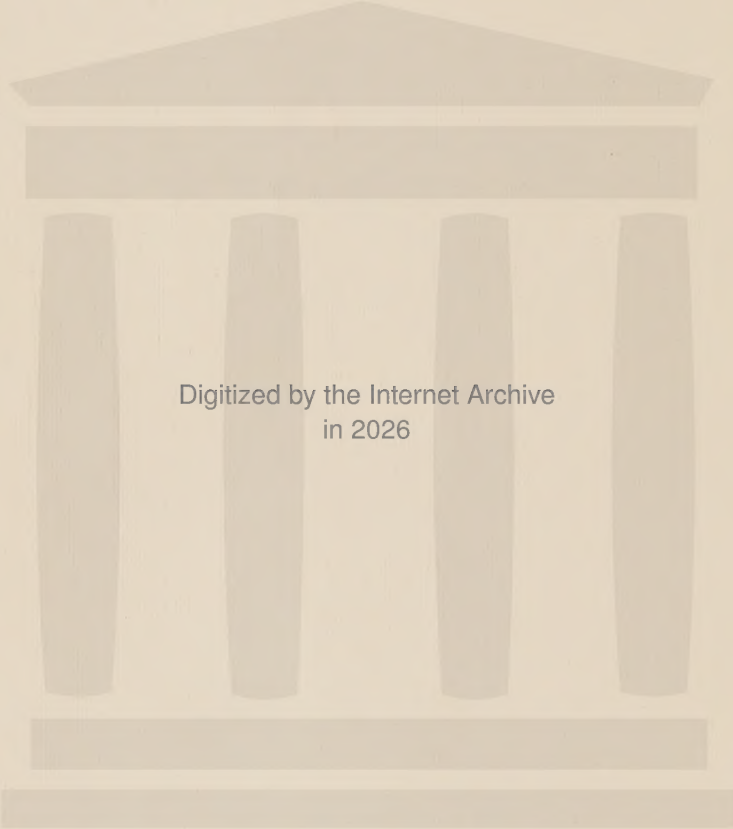


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Tables and Index 1978

London
BUTTERWORTHS



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Introduction

The Tables and Index 1978 covers all the cases reported in the three 1978 volumes of the All England Law Reports. It is a continuation of the Consolidated Tables and Index 1936–1976. It follows the same pattern as the consolidated index and reference should therefore be made to the Introductions to volumes 1 and 2 of the consolidated index for information concerning the use of the 1978 index.

The 1978 index is the second of a series of annual indexes to the All England series which will be published and distributed to all subscribers. The annual indexes replace the separate indexes which were included in each volume of the reports up to the end of 1976. In order to provide subscribers with a continuing up-to-date index to the reports the annual indexes will be supplemented during the course of the year by separate cumulative tables and indexes (the 'Current Cumulative Tables and Index'). Issues of the current index will be published at regular intervals during the year and distributed to all subscribers. They will be issued on a cumulative basis and will cover all cases reported in the reports from the beginning of the year up to the date of issue. Each new issue will supersede the previous issue which should then be destroyed. A reader searching for a case reported in the All England series will therefore need to refer not only to the annual indexes but also, if the report is very recent, to the current index. Such a search will cover all the reports published since 1976 including those published in the weekly parts of the current year except for a small number, not exceeding eight, of the most recently published parts.

Readers who wish to have a comprehensive index to the whole series, should purchase the Consolidated Tables and Index 1936–1976 and subscribe to the annual cumulative indexes which will be published from 1978 onwards and which, when published, will replace the separate annual indexes for 1977 onwards on a cumulative basis.

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- Compania de Electricidad de la Provincia de Buenos Aires Ltd, Re [1978] 3 668, ChD
- Compania Merabello San Nicholas, SA, Re [1972] 3 448, ChD
 Applied, Re Allobrogia Steamship Corp'n [1978] 3 423
- Comr of Police for the Metropolis v Hills [1978] 2 1105, HL
- Comr of Police for the Metropolis, Hoskyn v. See Hoskyn v Comr of Police for the Metropolis
- Comr of Police for the Metropolis, Wershof v. See Wershof v Comr of Police for the Metropolis
- Comrs of Crown Lands v Page [1960] 2 726, CA
 Dicta applied, C Czarnikow Ltd v Centrala Handlu Zagranicznego 'Rolimpex' [1978] 1 81
- Consolidated Investment & Contracting Co v Saponaria Shipping Co Ltd [1978] 3 988, CA
- Consortium General Textiles (SA) v Sun & Sand Agencies Ltd. See SA Consortium General Textiles v Sun & Sand Agencies Ltd
- Construction Industry Training Board v Leighton [1978] 2 723, EAT
- Conway v Petronius Clothing Co Ltd [1978] 1 185, ChD
- Conway v Wade [1908—10] Rep 344,
 Dicta applied, British Broadcasting Corp'n v Hearn [1978] 1 111

- Cook v Cook [1978] 3 1009, CA
 Cook v Deeks [1916-17] 285, PC
 Applied, Daniels v Daniels [1978] 2 89
 Applied, Thomas Marshall (Exports) Ltd v Guinle [1978] 3 193
 Cook v S [1966] 1 248, QBD
 Affirmed in part; reversed in part, [1967] 1 299, CA
 Doubted and not followed, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571
 Cook Industries Inc v Galliher [1978] 3 945, ChD
 Cooke (Inspector of Taxes) v Beach Station Caravans Ltd [1974] 3 159, ChD
 Dictum followed, Benson (Inspector of Taxes) v Yard Arm Club Ltd [1978] 2 958
 Cookson v Knowles [1977] 2 820, CA
 Applied, Dodds v Dodds [1978] 2 539
 Affirmed [1978] 2 604, HL
 Cooper (Gerald) Chemicals Ltd, Re [1978] 2 49, ChD
 Co-operative Commercial Bank Ltd, Newhart Developments Ltd v. See Newhart Developments Ltd v
 Co-operative Commercial Bank Ltd
 Corbyn v Saunders [1978] 2 697, QBD
 Cory Lighterage Ltd v Transport and General Workers Union [1973] 2 558, CA
 Dictum disapproved, British Broadcasting Corp v Hearn [1978] 1 111
 Cosmos Bulk Transport Inc v China National Foreign Trade Transportation Corp [1978] 1 322, QBD
 Cotedale Ltd, ex parte, R v Brighton Gaming Licensing Committee. See R v Brighton Gaming Licensing
 Committee, ex parte Cotedale Ltd
 Covell Matthews & Partners v French Wools Ltd [1977] 2 591, ChD
 Affirmed [1978] 2 800, CA
 Coventry City Council v Inland Revenue Comrs [1978] 1 1107, ChD
 Coxen, Re [1948] 2 492, ChD
 Dictum disapproved, Tuck's Settlement Trusts, Re [1978] 1 1047
 Craig (decd), Re [1970] 2 390, ChD
 Distinguished, Re Brocklehurst (deceased) [1978] 1 767
 Cranstoun's Will Trusts, Re [1949] 1 871, ChD
 Considered, Re Duke of Norfolk's Settlement Trusts [1978] 3 907
 Crawley de Reya (a firm), G & K Ladenbau (UK) Ltd v. See G & K Ladenbau (UK) Ltd v Crawley de Reya
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 Crayden, R v. See R v Crayden
 Creaser v Tunnicliffe [1978] 1 569, QBD
 Cretanor Maritime Co Ltd v Irish Marine Management Ltd [1978] 3 164, CA
 Crook v Edmondson [1966] 1 833, QBD
 Applied, R v Ford [1978] 1 1129
 Crown Life Insurance Co, Massey v. See Massey v Crown Life Insurance Co
 Cuff v J & F Stone Property Co Ltd [1978] 2 833, ChD
 Approved, Ponsford v HMS Aerosols Ltd [1978] 2 837
 Cummings v Birkenhead Corp [1970] 3 302, ChD
 Applied, Smith v Inner London Education Authority [1978] 1 411
 Curtis (D H) (Builders) Ltd, Re [1978] 2 183, ChD
 Customs and Excise Comrs v Holvey [1978] 1 1249, QBD
 Customs and Excise Comrs v Mechanical Services (Trailer Engineers) Ltd [1978] 1 204, QBD
 Cutler v Wandsworth Stadium Ltd (in liquidation) [1949] 1 544, HL
 Considered, Booth & Co (International) Ltd v National Enterprise Board [1978] 3 624
 Applied, Ex parte Island Records Ltd [1978] 3 824
 Cuzner (formerly Underdown) v Underdown [1974] 2 351, CA
 Distinguished, Backhouse v Backhouse [1978] 1 1158
 CWHT, Re [1978] 1 210, ChD
 Czarnikow (C) Ltd v Centrala Handlu Zagranicznego 'Rolimpex' [1978] 1 81, CA
 Affirmed [1978] 2 1043, HL

D

- D v National Society for the Prevention of Cruelty to Children [1976] 2 993, CA
 Reversed [1977] 1 589, HL
 Dictum applied, Medway v Doublelock Ltd [1978] 1 1261
 Dicta applied, Science Research Council v Nassé [1978] 3 1196
 Daniels v Daniels [1978] 2 89, ChD
 Daniels and Daniels v White (R) & Sons Ltd and Tarbard [1938] 4 258, KBD
 Not followed, Hill v James Crowe (Cases) Ltd [1978] 1 812
 Darby, R v. See R v Darby
 Daulia Ltd v Four Millbank Nominees Ltd [1978] 2 557, CA
 Davey v Harrow Corp [1957] 2 305, CA
 Applied, Leakey v National Trust for Places of Historic Interest or Natural Beauty [1978] 3 234
 David Samuel Trust Ltd, Sowman v. See Sowman v David Samuel Trust Ltd
 Davidson v Lloyd Aircraft Services Ltd [1974] 3 1, CA
 Overruled, McIvor v Southern Health and Social Services Board [1978] 2 625
 Davis v Johnson [1978] 1 841, CA
 Affirmed [1978] 1 1132, HL
 De Froberville, Radford v. See Radford v De Froberville
 De Reneville v De Reneville [1947] 2 112, Div
 Dictum applied, Re Roberts (deceased) [1978] 3 225
 Deakin, ex parte, R v Wells Street Stipendiary Magistrate. See R v Wells Street Stipendiary Magistrate,
 ex parte Deakin
 Dean v Dean [1978] 3 758, FamD
 Dean v Eastbourne Fishermen's and Boatmen's Protection Society and Club Ltd [1978] 1 1258, EAT

- Decro-Wall International SA v Practitioners in Marketing Ltd [1971] 2 216, CA
 Dicta applied, Thomas Marshall (Exports) Ltd v Guinle [1978] 3 193
- Dedham Vale Properties Ltd, English v. *See* English v Dedham Vale Properties Ltd
- Dedman v British Building and Engineering Appliances Ltd [1974] 1 520, CA
 Dictum applied, Wilson (Joshua) & Brothers Ltd v Union of Shop Distributive and Allied Workers [1978] 3 4
- Deistung v South Western Metropolitan Regional Hospital Board [1975] 1 573, CA
 Overruled, McIvor v Southern Health and Social Services Board [1978] 2 625
- Delbourgo v Field (Inspector of Taxes) [1977] 1 323, ChD
 Affirmed [1978] 2 193, CA
- Dennis (A R) & Co Ltd v Campbell [1977] 1 138, QBD
 Reversed [1978] 1 1215, CA
- Department of Health and Social Security, Metzger v. *See* Metzger v Department of Health and Social Security
- Department of Trade, Norwest Holst Ltd v. *See* Norwest Holst Ltd v Department of Trade
- Des Salles d'Epinoix v Royal Borough of Kensington and Chelsea [1970] 1 18, QBD
 Distinguished, Brown v Oxford City Council [1978] 3 1113
- Despina R, The [1977] 3 874, CA
 Followed, Services Europe Atlantique Sud (SEAS) v Stockholms Rederiaktiebolag SVEA [1978] 2 764
- Devon County Council, Hopson v. *See* Hopson v Devon County Council
- Devonald v Rosser & Sons [1904-7] 988, CA
 Applied, Greig v Insole [1978] 3 449
- Di Ferdinando v Simon, Smits & Co [1920] 347, CA
 Not followed, Services Europe Atlantique Sud (SEAS) v Stockholms Rederiaktiebolag SVEA [1978] 2 764
- Dias Compania Naviera SA v Louis Dreyfus Corp'n [1978] 1 724, HL
- Dibble, Priddle v. *See* Priddle v Dibble
- Director-General of Inland Revenue, American Leaf Blending Co Sdn Bhd v. *See* American Leaf Blending Co Sdn Bhd v Director-General of Inland Revenue
- Director of Public Prosecutions v Alsford. *See* Director of Public Prosecutions v Nock
- Director of Public Prosecutions v Anderson [1978] 2 8, CA
 Reversed [1978] 2 512, HL
- Director of Public Prosecutions v Camplin [1978] 1 1236, CA
 Affirmed [1978] 2 168, HL
- Director of Public Prosecutions v Goodchild [1978] 1 649, CA
 Reversed [1978] 2 161, HL
- Director of Public Prosecutions v Hester [1972] 2 1020, CA
 Affirmed on other grounds [1972] 3 1056, HL
 Dictum applied, R v Morgan [1978] 3 13
- Director of Public Prosecutions v Jordan [1976] 2 714, CA
 Affirmed [1976] 3 775, HL
 Dictum applied, Attorney-General's Reference (No 3 of 1977) [1978] 3 1166
- Director of Public Prosecutions v Kilbourne [1972] 3 545, CA
 Applied, R v Scarrott [1978] 1 672
- Director of Public Prosecutions v Nasralla [1967] 2 161, PC
 Dictum applied, Maharaj v Attorney-General of Trinidad and Tobago (No 2) [1978] 2 670
- Director of Public Prosecutions v Nock [1978] 2 654, HL
- Director of Public Prosecutions v Withers [1974] 1 100, CA
 Dicta applied, R v Rowell [1978] 1 665
- Director of Public Prosecutions for Northern Ireland v Maxwell [1978] 3 1140, HL
- Discount Records Ltd v Barclays Bank Ltd [1975] 1 1071, ChD
 Applied, Edward Owen Engineering Ltd v Barclays Bank International Ltd [1978] 1 976
- Distillers Co (Biochemicals) Ltd v Times Newspapers Ltd [1975] 1 41, QBD
 Dictum applied, Medway v Doublelock Ltd [1978] 1 1261
- Dixon v British Broadcasting Corp'n [1978] 2 465, EAT
- Dixon (Inspector of Taxes) v Fitch's Garage Ltd [1975] 3 455, ChD
 Dictum followed, Benson (Inspector of Taxes) v Yard Arm Club Ltd [1978] 2 958
- Dodds v Dodds [1978] 2 539, QBD
- Dodwell & Co Ltd's Trust Deed, Re [1978] 3 738, ChD
- Doherty v Doherty [1975] 2 635, CA
 Distinguished, Nixon v Fox (formerly Nixon) [1978] 3 995
- Donoghue (or McAlister) v Stevenson [1932] 1, HL
 Applied, Batty v Metropolitan Property Realizations Ltd [1978] 2 445
- Doublelock Ltd, Medway v. *See* Medway v Doublelock Ltd
- Doukas, R v. *See* R v Doukas
- Drane v Evangelou [1978] 2 437, CA
- Dryden v Dryden [1973] 3 526, Fam D
 Applied, Jenkins v Hargood (formerly Jenkins) [1978] 3 1001
- Duckworth, Warnford Investments Ltd v. *See* Warnford Investments Ltd v Duckworth
- Duke of Norfolk's Settlement Trusts, Re [1978] 3 907, ChD
- Dulles' Settlement Trusts, Re [1951] 2 69, CA
 Dictum applied, SA Consortium General Textiles v Sun & Sand Agencies Ltd [1978] 2 339
- Dundee General Hospitals Board of Management v Walker [1952] 1 896, HL
 Applied, Tuck's Settlement Trusts, Re [1978] 1 1047
- Dunmore v McGowan (Inspector of Taxes) [1976] 3 307, ChD
 Affirmed [1978] 2 85, CA
- Dunning v Board of Governors of the United Liverpool Hospitals [1973] 2 454, CA
 Overruled, McIvor v Southern Health and Social Services Board [1978] 2 625
- Dunwoodie, R v. *See* R v Dunwoodie
- Dutton v Bognor Regis United Building Co Ltd [1971] 2 1003, QBD
 Dictum considered, Batty v Metropolitan Property Realizations Ltd [1978] 2 445
- Dye, Maxim's Ltd v. *See* Maxim's Ltd v Dye

Dyson Holdings Ltd v Fox [1975] 3 1030, CA
 Applied, Helby v Rafferty [1978] 3 1016

E

Ealing (London Borough), Mitchell v. *See* Mitchell v London Borough of Ealing
 Ealing (London Borough) (No 2), Race Relations Board v. *See* Race Relations Board v London Borough of Ealing (No 2)
 Earl of Strafford (deceased), Re [1978] 3 18, ChD
 Eastbourne Fishermen's and Boatmen's Protection Society and Club Ltd, Dean v. *See* Dean v Eastbourne Fishermen's and Boatmen's Protection Society and Club Ltd
 Eastham v Newcastle United Football Club Ltd [1963] 3 139, ChD
 Applied, Greig v Insole [1978] 3 449
 Eatonwill Construction Ltd, Royco Homes Ltd v. *See* Royco Homes Ltd v Eatonwill Construction Ltd
 Ellard (Inspector of Taxes), Booth v. *See* Booth v Ellard (Inspector of Taxes)
 Ellis, Firman v. *See* Firman v Ellis
 Elmdene Estates Ltd v White (sub nom White v Elmdene Estates) [1959] 2 605, CA
 Affirmed [1960] 1 306, HL
 Dictum applied, Walsh v Griffiths-Jones [1978] 2 1002
 Emerald Construction Co Ltd v Lowthian [1966] 1 1013, CA
 Dicta applied, Greig v Insole [1978] 3 449
 Enderby Town Football Club Ltd v The Football Assn Ltd [1971] 1 215, CA
 Applied, McInnes v Onslow Fane [1978] 3 211
 Enfield (London Borough) v Local Government Boundary Commission for England. *See* London Borough of Enfield v Local Government Boundary Commission for England
 English v Dedham Vale Properties Ltd [1978] 1 382 ChD
 English Electric Co Ltd, Buck v. *See* Buck v English Electric Co Ltd
 Errington v Errington [1952] 1 149, CA
 Applied, Hardwick v Johnson [1978] 2 935
 Esso Petroleum Co Ltd v Mardon [1975] 1 203, QBD
 Applied, Batty v Metropolitan Property Realizations Ltd [1978] 2 445
 Applied, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571
 Evangelou, Drane v. *See* Drane v Evangelou
 Evans v Bartlam [1937] 2 646, HL
 Applied, G (formerly P) v P (ancillary relief: appeal) [1978] 1 1099
 Evenden v Guildford City Assn Football Club Ltd [1975] 3 269, CA
 Applied, Secretary of State for Employment v Globe Elastic Thread Co Ltd [1978] 1 987
 Approved, Secretary of State for Employment v Globe Elastic Thread Co Ltd [1978] 3 954

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Fairclough (T M) & Sons Ltd v Berliner [1930] 170, ChD
 Distinguished, Lloyd v Sadler [1978] 2 529
 Farin, Levison v. *See* Levison v Farin
 Farmer & Moody (a firm), Buckland v. *See* Buckland v Farmer & Moody (a firm)
 Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066, CA
 Ferguson v John Dawson & Partners (Contractors) Ltd [1976] 3 817, CA
 Distinguished, Massey v Crown Life Insurance Co [1978] 2 576
 Field (a debtor), Re, ex parte the debtor v H & J Quick Ltd [1978] 2 981, ChD
 Fielding v Fielding [1978] 1 267, CA
 Finger's Will Trusts, Re [1971] 3 1050, ChD
 Distinguished, Re Spence's Will Trusts [1978] 3 92
 Firman v Ellis [1978] 2 851, CA
 First National Securities Ltd v Jones [1978] 2 221, CA
 Firth v John Mowlem & Co Ltd [1978] 3 331, CA
 Five Ways Properties Ltd, Universal Corpn v. *See* Universal Corpn v Five Ways Properties Ltd
 Floor v Davis (Inspector of Taxes) [1976] 3 314, ChD
 Reversed in part [1978] 2 1079, CA
 Floyd, Swordheath Properties Ltd v. *See* Swordheath Properties Ltd v Floyd
 Food Controller v Cork [1923] 463, HL
 Distinguished, Herbert Berry Associates Ltd v Inland Revenue Comrs [1978] 1 161
 Ford, R v. *See* R v Ford
 Ford Motor Co Ltd v Hudson [1978] 3 23, EAT
 Foster (P)(Haulage) Ltd v Roberts [1978] 2 751, QBD
 Four Millbank Nominees Ltd, Daulia Ltd v. *See* Daulia Ltd v Four Millbank Nominees Ltd
 Fox (formerly Nixon), Nixon v. *See* Nixon v Fox (formerly Nixon)
 Freeman, Chapman v. *See* Chapman v Freeman
 Freeman (D J) & Co (a firm), Maltby v. *See* Maltby v Freeman (D J) & Co (a firm)
 Freeston's Charity, Re [1978] 1 481, ChD
 Frost, Newstead (Inspector of Taxes) v. *See* Newstead (Inspector of Taxes) v Frost
 Frost (P B) Ltd v Green [1978] 2 206, ChD
 Fry v Salisbury House Estate Ltd [1930] 538, HL
 Distinguished, American Leaf Blending Co Sdn Bhd v Director-General of Inland Revenue [1978] 3 1185
 Fry, Ex p [1954] 2 118, QBD & CA
 Applied, R v Hull Prison Board of Visitors, ex parte St Germain [1978] 2 198
 Fuhsons Maru, The. *See* Associated Bulk Carriers Ltd v Koch Shipping Inc
 Funnell v Whangarei High Schools Board [1973] 1 400, PC
 Applied, Lewis v Heffer [1978] 3 354

G

- G & K Ladenbau (UK) Ltd v Crawley & de Reya (a firm) [1978] 1 682, QBD
- G (formerly P) v P (ancillary relief: appeal) [1978] 1 1099, CA
- Galbraith v Grimshaw [1908-10] 561, HL
- Distinguished, Cretanor Maritime Co Ltd v Irish Marine Management Ltd [1978] 3 164
- Gallagher, Cook Industries Inc v. *See* Cook Industries Inc v Galliher
- Gammans v Ekins [1950] 2 140, CA
- Applied, Joram Developments Ltd v Sharratt [1978] 2 948
- Gardner (Inspector of Taxes), Hoare Trustees v. *See* Hoare Trustees v Gardner (Inspector of Taxes)
- Gardner, Mountain and D'Ambrumenil Ltd v Inland Revenue Comrs [1947] 1 650, HL
- Distinguished, Willingale (Inspector of Taxes) v International Commercial Bank Ltd [1978] 1 754
- Gardner Steel Ltd v Sheffield Brothers (Profiles) Ltd [1978] 3 399, CA
- Garland v British Rail Engineering Ltd [1978] 2 789, EAT
- Garthwaite v Garthwaite [1964] 2 233, CA
- Dictum applied, B v B [1978] 1 821
- Dictum applied, Cantliff v Jenkins [1978] 1 836
- Gawthrop v Boulton [1978] 3 615, ChD
- Gee & Co (Woolwich) Ltd, Re [1974] 1 1149, ChD
- Considered, Re Compania de Electricidad de la Provincia Buenos Aires Ltd [1978] 3 668
- Gelberg v Miller [1961] 1 291, QBD
- Considered, Wershof v Comr of Police for the Metropolis [1978] 3 540
- General Accident, Fire and Life Assurance Corpn Ltd, and Drysdale v Midland Bank Ltd, Scoffin and Willmott Ltd, and Plant Brothers Ltd (in Liquidation) [1940] 3 252, CA
- Dictum applied, Woolcott v Sun Alliance and London Insurance Ltd [1978] 1 1253
- Ghani v Jones [1969] 3 720, QBD
- Dictum applied, Wershof v Comr of Police for the Metropolis [1978] 3 540
- Gibson v Manchester City Council [1978] 2 583, CA
- Giles v Walker [1886-90] 501, QBD Divl Ct
- Doubted, Leakey v National Trust for Places of Historic Interest or Natural Beauty [1978] 3 234
- Gillespie Brothers & Co Ltd v Roy Bowles Transport Ltd [1973] 1 193, CA
- Dicta disapproved, Smith v South Wales Switchgear Ltd [1978] 1 18
- Gillingham Bus Disaster Fund, Re [1958] 1 37, ChD
- Dictum applied, Re Atkinson's Will Trusts [1978] 1 1275
- Gledhill, Hobson v. *See* Hobson v Gledhill
- Glendyne (Lord) v Rapley [1978] 2 110, CA
- Globe Elastic Thread Co Ltd, Secretary of State for Employment v. *See* Secretary of State for Employment v Globe Elastic Thread Co Ltd
- Goldman v Hargrave [1966] 2 989, PC
- Applied, Leakey v National Trust for Places of Historic Interest or Natural Beauty [1978] 3 234
- Goodchild, Director of Public Prosecutions v. *See* Director of Public Prosecutions v Goodchild
- Goodrich v Paisner [1955] 2 330, CA
- Reversed [1956] 2 176, HL
- Applied, Somma v Hazlehurst [1978] 2 1011
- Gordon's Will Trusts, Re [1976] 2 577, ChD
- Reversed [1978] 2 969, CA
- Gouriet v Union of Post Office Workers [1977] 1 696, CA
- Reversed [1977] 3 70, HL
- Distinguished, Kent County Council v Batchelor [1978] 3 981
- Government of the Republic of Cyprus, Kakis v. *See* Kakis v Government of the Republic of Cyprus
- Graingers Wines Ltd, Sheffield City Council v. *See* Sheffield City Council v Graingers Wines Ltd
- Gravesham Borough Council v British Railways Board [1978] 3 853, ChD
- Gray v Barr (Prudential Assurance Co Ltd, Third Party) [1970] 2 702, QBD
- Dictum applied, Marcel Beller Ltd v Hayden [1978] 3 111
- Gray v Gray [1976] 3 225, FamD
- Considered, Newmarch v Newmarch [1978] 1 1
- Green, Frost (P B) Ltd v. *See* Frost (P B) Ltd v Green
- Green, Midland Bank Trust Co Ltd v. *See* Midland Bank Trust Co Ltd v Green
- Greenhi Builders Ltd, Allen v. *See* Allen v Greenhi Builders Ltd
- Greig v Insole [1978] 3 449, ChD
- Grenfell v Grenfell [1978] 1 561, CA
- Griffiths v Evans [1953] 2 1364, CA
- Applied, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571
- Griffiths v Liverpool Corpn [1966] 2 1015, CA
- Distinguished, Pitman v Southern Electricity Board [1978] 3 901
- Griffiths-Jones, Walsh v. *See* Walsh v Griffiths-Jones
- Grist v Bailey [1966] 2 875, ChD
- Applied, Laurence v Lexcourt Holdings Ltd [1978] 2 810
- Groom v Crocker [1937] 3 844, KBD
- Affirmed [1938] 2 394, CA
- Doubted and not followed, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571
- Grunwick Processing Laboratories Ltd v Advisory, Conciliation and Arbitration Service [1978] 1 338, HL
- G's Application for a Committal Order, Re [1954] 2 794, ChD
- Not followed, Bevan v Hastings Jones [1978] 1 479
- Guinle, Marshall (Thomas) (Exports) Ltd v. *See* Marshall (Thomas) (Exports) Ltd v Guinle
- Guibenkian's Settlement Trusts, Re (No 2) [1969] 2 1173, ChD
- Distinguished, Re Locker's Settlement Trusts [1978] 1 216
- Gurasz v Gurasz [1969] 3 822, CA
- Dictum applied, B v B [1978] 1 821
- Gwent County Council v Lane. *See* Dixon v British Broadcasting Corpn

H

H (a minor) (wardship : jurisdiction), Re [1978] 2 903, CA

H (infants), Re [1965] 3 906, ChD

Applied, Re O (a minor) (wardship : adopted child) [1978] 1 145

Hackney (London Borough), Hillbank Properties Ltd v. See Hillbank Properties Ltd v London Borough of Hackney

Hadden, Re, Public Trustee v Moore [1931] 539, ChD

Applied, Brisbane City Council v Attorney-General for Queensland [1978] 3 30

Hadley v Baxendale [1843—60] 461, Ex

Applied, H Parsons (Livestock) Ltd v Uttley Ingham & Co Ltd [1978] 1 525

Halcyon S S Co Ltd v Continental Grain Co [1943] 1 558, CA

Distinguished, Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066

Halifax Building Society v Registry of Friendly Societies [1978] 3 403, ChD

Hall v Meyrick [1957] 1 208, QBD

Applied, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571

Hall v Roberts. See Brocklehurst (deceased), Re

Hall, Atkinson v. See Atkinson's Will Trusts, Re

Halliard Property Co Ltd v Jack Segal Ltd [1978] 1 1219, ChD

Hammersmith (London Borough), Magnum Automated Forecourts Ltd v. See London Borough of Hammersmith v Magnum Automated Forecourts Ltd

Hanlon v Hanlon [1978] 2 889, CA

Harbottle (R D) (Mercantile) Ltd v National Westminster Bank Ltd [1977] 2 862, QBD

Approved, Edward Owen Engineering Ltd v Barclays Bank International Ltd [1978] 1 976

Harbutt's Plasticine Ltd v Wayne Tank and Pump Co Ltd [1970] 1 225, CA

Applied, Photo Production Ltd v Securicor Transport Ltd [1978] 3 146

Hardwick v Johnson [1978] 2 935, CA

Hargood (formerly Jenkins), Jenkins v. See Jenkins v Hargood (formerly Jenkins)

Harris v Director of Public Prosecutions [1952] 1 1044, HL

Distinguished, R v Mansfield [1978] 1 134

Harris, Littlewoods Organisation Ltd, The v. See Littlewoods Organisation Ltd, The v Harris

Harrison (Inspector of Taxes) v Nairn Williamson Ltd [1976] 3 367, ChD

Affirmed [1978] 1 608, CA

Hart v A R Marshall & Sons (Bulwell) Ltd [1978] 2 413, EAT

Hart (Inspector of Taxes) v Briscoe. See Hoare Trustees v Gardner (Inspector of Taxes)

Hartlepool Borough Council, Laundon v. See Laundon v Hartlepool Borough Council

Harwood, Re [1935] 918, ChD

Applied, Re Spence's Will Trusts [1978] 3 92

Hastings Jones, Bevan v. See Bevan v Hastings Jones

Hatt & Co (Bath) Ltd v Pearce [1978] 2 474, CA

Hay v Hughes [1975] 1 257, CA

Applied, Dodds v Dodds [1978] 2 539

Hayden, Marcel Beller Ltd v. See Marcel Beller Ltd v Hayden

Haydon v Kent County Council [1978] 2 97, CA

Hazlehurst, Somma v. See Somma v Hazlehurst

Hearn, British Broadcasting Corp v. See British Broadcasting Corp v Hearn

Heaven v Road and Rail Wagons Ltd [1965] 2 409, QBD

Explained, Firman v Ellis [1978] 2 851

Hedley Byrne & Co Ltd v Heller & Partners Ltd [1961] 3 891, CA

Affirmed on a different ground [1963] 2 575, HL

Dictum applied, Howard Marine & Dredging Co Ltd v A Ogden & Sons (Excavations) Ltd [1978] 2 1134

Applied, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571

Heffer, Lewis v. See Lewis v Heffer

Helby v Rafferty [1978] 3 1016, CA

Hellyer v Sheriff of Yorkshire [1974] 2 712, CA

Applied, Marley Tile Co Ltd v Burrows [1978] 1 657

Helstan Securities Ltd v Hertfordshire County Council [1978] 3 262, QBD

Henderson's Trusts, Re [1969] 3 769, CA

Applied, Chapman's Settlement Trusts, Re [1978] 1 1122

Henn, R v. See R v Henn

Henriksens Rederi A/S v P H Z Rolimpex [1973] 3 589, CA

Distinguished, Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066

Henry v Geopresco International Ltd [1975] 2 702, CA

Distinguished, SA Consortium General Textiles v Sun & Sand Agencies Ltd [1978] 2 339

Hereford and Worcester County Council v Newman [1974] 2 867, QBD

Dictum applied, Haydon v Kent County Council [1978] 2 97

Heron Corp Ltd v Manchester City Council [1978] 3 1240, CA

Heron II, The [1966] 2 593, CA

Applied, H Parsons (Livestock) Ltd v Uttley Ingham & Co Ltd [1978] 1 525

Dictum applied, G & K Ladenbau (UK) Ltd v Crawley & de Reya (a firm) [1978] 1 682

Hertfordshire County Council, Helstan Securities Ltd v. See Helstan Securities Ltd v Hertfordshire County Council

Hesperides Hotels v Muftizade [1978] 1 277, CA

Varied [1978] 2 1168, HL

Hett, Stubbs & Kemp (a firm), Midland Bank Trust Co Ltd v. See Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm)

Heyman v Darwins Ltd [1942] 1 337, HL

Dictum applied, Buckland v Farmer & Moody (a firm) [1978] 3 929

Heywood v Wellers (a firm) [1976] 1 300, CA

Doubted and not followed, Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571

- Hicks, *ex parte*, R v Justice of the Peace for Peterborough. *See* R v Justice of the Peace for Peterborough, *ex parte* Hicks
- Hilborne v Law Society of Singapore [1978] 2 757, PC
- Hill v C A Parsons & Co Ltd [1971] 3 1345, CA
 Dictum applied, Thomas Marshall (Exports) Ltd v Guinle [1978] 3 193
- Hill v James Crowe (Cases) Ltd [1978] 1 812, QBD
- Hillbank Properties Ltd v London Borough of Hackney [1978] 3 343, CA
- Hills, Comr of Police for the Metropolis v. *See* Comr of Police for the Metropolis v Hills
- Himpfen v Allied Records Ltd [1978] 3 891, EAT
- Hirji Mulji v Cheong Yue Steamship Co Ltd [1926] 51, PC
 Dictum applied, Buckland v Farmer & Moody (a firm) [1978] 3 929
- Hivac Ltd v Park Royal Scientific Instruments Ltd [1946] 1 350, CA
 Applied, Thomas Marshall (Exports) Ltd v Guinle [1978] 3 193
- Hoare Trustees v Gardner (Inspector of Taxes) [1978] 1 791, ChD
- Hobson v Gledhill [1978] 1 945, QBD
- Hochstrasser (Inspector of Taxes) v Mayes [1958] 3 285, CA
 Applied, Tyrer v Smart (Inspector of Taxes) [1978] 1 1089
- Hochstrasser (Inspector of Taxes), Chinn v. *See* Chinn v Hochstrasser (Inspector of Taxes)
- Hoffman-La Roche (F) & Co A G v Secretary of State for Trade and Industry [1973] 3 945, CA
 Explained, Smith v Inner London Education Authority [1978] 1 411
- Hollins v Fowler [1874-80] 118, HL
 Applied, Union Transport Finance Ltd v British Car Auctions Ltd [1978] 2 385
 Applied, R H Willis and Son (a firm) v British Car Auctions Ltd [1978] 2 392
- Holmes v Director of Public Prosecutions (sub nom R v Holmes) [1946] 1 524, CCA
 Affirmed [1946] 2 124, HL
 Explained, Director of Public Prosecutions v Camplin [1978] 2 168
- Holt Southey Ltd v Catnic Components Ltd [1978] 2 276, ChD
- Holvey, Customs and Excise Comrs v. *See* Customs and Excise Comrs v Holvey
- Home Counties Dairies Ltd v Skilton [1970] 1 1227, CA
 Applied, The Littlewoods Organisation Ltd v Harris [1978] 1 1026
- Home Counties Dairies Ltd v Woods [1977] 1 869, EAT
 Dictum applied, Himpfen v Allied Records Ltd [1978] 3 891
- Hong Kong Fir Shipping Co Ltd v Kawasaki Kisen Kaisha Ltd [1962] 1 474, CA
 Considered, Cosmos Bulk Transport Inc v China National Foreign Trade Transportation Corp [1978] 1 322
- Hopgood v Brown [1955] 1 550, CA
 Considered, Wigginton & Milner Ltd v Winster Engineering Ltd [1978] 3 436
- Hopson v Devon County Council [1978] 1 1205, ChD
- Horseferry Road Magistrates' Court, R v, *ex parte* Adams. *See* R v Horseferry Road Magistrates' Court, *ex parte* Adams
- Horsler v Zorro [1975] 1 584, ChD
 Doubted, Buckland v Farmer & Moody (a firm) [1978] 3 929
- Hoskyn v Comr of Police for the Metropolis [1978] 2 136, HL
- Howard Marine & Dredging Co Ltd v A Ogden & Sons (Excavations) Ltd [1978] 2 1134, CA
- Howson v Buxton [1928] 434, CA
 Applied, Lloyd v Sadler [1978] 2 529
- Hudgell Yeates & Co v Watson [1978] 2 363, CA
- Hudson, Ford Motor Co Ltd v. *See* Ford Motor Co Ltd v Hudson
- Huguenin v Baseley [1803-13] 1, L.C.Ct
 Distinguished, Re Brocklehurst (deceased) [1978] 1 767
- Hull Prison Board of Visitors, R v, *ex parte* St Germain. *See* R v Hull Prison Board of Visitors, *ex parte* St Germain
- Hunt & Winterbotham (West of England) Ltd v BRS (Parcels) Ltd [1962] 1 111, CA
 Dictum applied, Port Swettenham Authority v T W Wu & Co (M) Sdn Bhd [1978] 3 337
- Hussain, *ex parte*, R v Secretary of State for the Home Department. *See* R v Secretary of State for the Home Department, *ex parte* Hussain
- Hyde v Hyde and Woodmansee [1861-73] 175
 Distinguished, Re Sehota (deceased) [1978] 3 385
- Hyundai Construction Co Ltd, North Ocean Shipping Co Ltd v. *See* North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd

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- I Congreso del Partido [1978] 1 1169, QBD
- Immigration Appeal Tribunal, R v, *ex parte* Manek. *See* R v Immigration Appeal Tribunal, *ex parte* Manek
- Inche Noriah v Shaik Allie Bin Omar [1928] 189, PC
 Explained, Re Brocklehurst (deceased) [1978] 1 767
- Income Tax Special Purposes Comrs v Pemsell [1891-94] 28, HL
 Applied, Brisbane City Council v Attorney-General for Queensland [1978] 3 30
- Independent Television Authority v Inland Revenue Comrs [1958] 3 126, ChD
 Dictum applied, Coventry City Council v Inland Revenue Comrs [1978] 1 1107
- Ingram (Charles) & Co Ltd, National Union of Tailors and Garment Workers v. *See* National Union of Tailors and Garment Workers v Ingram (Charles) & Co Ltd
- Inland Revenue Comrs v Barclay Curle & Co Ltd [1969] 1 732, HL
 Distinguished, Ben-Odeco Ltd v Powlson (Inspector of Taxes) [1978] 1 913
 Dictum followed, Benson (Inspector of Taxes) v Yard Arm Club Ltd [1978] 2 958
- Inland Revenue Comrs v Duke of Westminster [1935] 259, HL
 Applied, Pritchard v Briggs [1978] 1 886
- Inland Revenue Comrs v McMullen [1978] 1 230, ChD

- Inland Revenue Comrs v Plummer [1977] 3 1009, ChD
 Applied, *Berry v Warnett* (Inspector of Taxes) [1978] 3 267
 Affirmed [1978] 3 513, CA
- Inland Revenue Comrs v Yorkshire Agricultural Society [1927] 536, CA
 Applied, *Brisbane City Council v Attorney-General for Queensland* [1978] 3 30
- Inland Revenue Comrs, *Aberdeen Construction Group Ltd v. See Aberdeen Construction Group Ltd v Inland Revenue Comrs*
- Inland Revenue Comrs, *Berry (Herbert) Associates Ltd v. See Berry (Herbert) Associates Ltd v Inland Revenue Comrs*
- Inland Revenue Comrs, *Brotherton v. See Brotherton v Inland Revenue Comrs*
- Inland Revenue Comrs, *Coventry City Council v. See Coventry City Council v Inland Revenue Comrs*
- Inland Revenue Comrs, *Ramsay (W T) Ltd v. See Ramsay (W T) Ltd v Inland Revenue Comrs*
- Inland Revenue Comrs, *Standard Chartered Bank Ltd v. See Standard Chartered Bank Ltd v Inland Revenue Comrs*
- Inner London Education Authority, *Ahmad v. See Ahmad v Inner London Education Authority*
- Inner London Education Authority, *Smith v. See Smith v Inner London Education Authority*
- Insole, *Greig v. See Greig v Insole*
- Irish Marine Management Ltd, *Cretanor Maritime Co Ltd v. See Cretanor Maritime Co Ltd v Irish Marine Management Ltd*
- Island Records Ltd, *Ex parte* [1978] 3 824, CA
- Izzard v Universal Insurance Co Ltd [1936] 1 738, KBD
 Applied, *Tan Keng Hong v New India Assurance Co Ltd* [1978] 2 380

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- J v C [1969] 1 788, HL
 Applied, *Re O* (a minor)(wardship: adopted child) [1978] 2 27
 Dictum applied, *Re C* (minors) (wardship: jurisdiction) [1978] 2 230
- J & F Stone Property Co Ltd, *Cuff v. See Cuff v J & F Stone Property Co Ltd*
- Jacobs v Chaudhuri [1968] 2 124, CA
 Distinguished, *Lloyd v Sadler* [1978] 2 529
- Jade International Steel Stahl und Eisen GmbH & Co KG v Robert Nicholas (Steels) Ltd [1978] 3 104, CA
- Jakeman v Jakeman and Turner [1963] 3 889, Div
 Applied, *Newmarch v Newmarch* [1978] 1 1
- James Crowe (Cases) Ltd, *Hill v. See Hill v James Crowe (Cases) Ltd*
- Jardine v British Steel Corpn. *See MacShannon v Rockware Glass Ltd*
- Jarrold v John Good & Sons Ltd [1962] 2 971, ChD
 Dictum followed, *Benson (Inspector of Taxes) v Yard Arm Club Ltd* [1978] 2 958
- Jebson v East and West India Dock Co [1874-80] 615, CPD
 Distinguished, *Levison v Farin* [1978] 2 1149
- Jefford v Gee [1970] 1 1202, CA
 Considered, *Cookson v Knowles* [1978] 2 604
- Jeffrey v Black [1978] 1 555, QBD
- Jelson Ltd v Blaby District Council [1978] 1 548, CA
- Jenkins v Hargood (formerly Jenkins) [1978] 3 1001, FamD
- Jenkins, *Cantliff v. See Cantliff v Jenkins*
- John v Rees [1969] 2 274, ChD
 Distinguished, *Lewis v Heffer* [1978] 3 354
- Johns v Jones [1978] 3 1222, CA
- Johnson v Agnew [1978] 3 314, CA
- Johnson v Inland Revenue Comrs [1977] 1 390, ChD
 Reversed [1978] 2 65, CA
- Johnson v Moreton [1978] 3 37, HL
- Johnson v Youden [1950] 1 300, KBD
 Approved, *Director of Public Prosecutions for Northern Ireland v Maxwell* [1978] 3 1140
- Johnson, *Davis v. See Davis v Johnson*
- Johnson, *Hardwick v. See Hardwick v Johnson*
- Jones v Bellegrove Properties Ltd [1949] 1 498, KBD
 Considered, *Re Compania de Electricidad de la Provincia de Buenos Aires Ltd* [1978] 3 668
- Jones v Chapman. *See Chapman's Settlement Trusts, Re*
- Jones v G D Searle & Co Ltd [1978] 3 654, CA
- Jones v Wrotham Park Settled Estates [1978] 3 527, CA
- Jones, *Johns v. See Johns v Jones*
- Jones, *R v. See R v Jones*
- Jones (decd), *Re* [1953] 1 357, ChD
 Disapproved, *Tuck's Settlement Trusts, Re* [1978] 1 1047
- Jones, *First National Securities Ltd v. See First National Securities Ltd v Jones*
- Jones (Yvonne), *R v. See R v Jones (Yvonne)*
- Joram Developments Ltd v Sharratt [1978] 2 948, CA
- Joseph v Joseph [1966] 3 486, CA
 Dicta applied and distinguished *Jones v Wrotham Park Settled Estates* [1978] 3 527
- Juan Ysmael & Co Inc v Government of the Republic of Indonesia [1954] 3 236, PC
 Applied, *I Congreso del Partido* [1978] 1 1169
- Justice of the Peace for Peterborough, *R v, ex parte Hicks. See R v Justice of the Peace for Peterborough, ex parte Hicks*

K

- K v JMP Co Ltd [1975] 1 1030, CA
 Applied, Dodds v Dodds [1978] 2 539
- K, R v. *See* R v K
- Kakis v Government of the Republic of Cyprus [1978] 2 634, HL
- Kammings Ballrooms Co Ltd v Zenith Investments (Torquay) Ltd [1969] 3 1268, CA
 Dictum applied, Nothman v London Borough of Barnet [1978] 1 1243
- Kamsing Knitting Factory, Tai Hing Cotton Mill Ltd v. *See* Tai Hing Cotton Mill Ltd v Kamsing Knitting Factory
- Karak Rubber Co Ltd v Burden (No 2) [1972] 1 1210, ChD
 Applied, Rowlandson v National Westminster Bank Ltd [1978] 3 370
- Kay (John) Ltd v Kay [1952] 1 813, CA
 Distinguished, Ponsford v HMS Aerosols Ltd [1978] 2 837
- Kelly, Cannock Chase District Council v. *See* Cannock Chase District Council v Kelly
- Kendall (Henry) & Sons (a firm) v Lillico (William) & Sons Ltd [1966] 1 309, CA
 Applied, H Parsons (Livestock) Ltd v Uttley Ingham & Co Ltd [1978] 1 525
- Kent County Council v Batchelor [1978] 3 980, QBD
- Kent County Council, Haydon v. *See* Haydon v Kent County Council
- Kerley, Chandler v. *See* Chandler v Kerley
- Kidson (Inspector of Taxes) v Macdonald [1974] 1 849, ChD
 Followed, Booth v Ellard (Inspector of Taxes) [1978] 3 298
- Kitney v MEPC Ltd [1978] 1 595, CA
- Knapman v Servian. *See* Caines (deceased), Re
- Knightsbridge Estates Trust Ltd v Byrne [1938] 2 444, ChD
 Applied, Multiservice Bookbinding Ltd v Marden [1978] 2 489
- Knox, Re [1936] 3 623, ChD
 Distinguished, Re Spence's Will Trusts [1978] 3 92
- Koch Shipping Inc, Associated Bulk Carriers Ltd v. *See* Associated Bulk Carriers Ltd v Koch Shipping Inc
- Kreglinger v New Patagonia Meat and Cold Storage Co Ltd [1911-13] 970, HL
 Applied, Multiservice Bookbinding Ltd v Marden [1978] 2 489
- Kunjo v Public Prosecutor [1978] 1 1209, PC
- Kuruma, Son of Kaniu v Reginan [1955] 1 236, PC
 Applied, Jeffrey v Black [1978] 1 555

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- L (a minor)(wardship proceedings), Re [1978] 2 318, CA
- L (minors)(wardship : jurisdiction), Re [1974] 1 913, CA
 Applied, Re O (a minor)(wardship : adopted child) [1978] 2 27
 Dictum applied, Re C (minors)(wardship : jurisdiction) [1978] 2 230
- Laidler v Perry (Inspector of Taxes) [1964] 3 329, CA
 Distinguished, Tyrer v Smart (Inspector of Taxes) [1978] 1 1089
- Lambeth, Southwark and Lewisham Health Authority, Biss v. *See* Biss v Lambeth, Southwark and Lewisham Health Authority
- Land Reclamation Co Ltd v Basildon District Council [1978] 2 1162, ChD
- Lansley (third party) v Roberts. *See* Meah v Roberts
- Laundon v Hartlepool Borough Council [1978] 2 307, CA
- Laurence v Lexcourt Holdings Ltd [1978] 2 810, ChD
- Law v Jones [1973] 2 437, CA
 Explained, Daulia Ltd v Four Millbank Nominees Ltd [1978] 2 557
- Law Society of Singapore, Hilborne v. *See* Hilborne v Law Society of Singapore
- Laygate Investments Ltd, Noble (Inspector of Taxes) v. *See* Noble (Inspector of Taxes) v Laygate Investments Ltd
- Leakey v National Trust for Places of Historic Interest or Natural Beauty [1978] 3 234, QBD
- Lee-Verhulst (Investments) Ltd v Harwood Trust [1972] 3 619, CA
 Dictum explained, Land Reclamation Co Ltd v Basildon District Council [1978] 2 1162
- Leighton, Construction Industry Training Board v. *See* Construction Industry Training Board v Leighton
- Lemon, R v. *See* R v Lemon
- Leveller Magazine Ltd, A-G v. *See* A-G v Leveller Magazine Ltd
- Levison v Farin [1978] 2 1149, QBD
- Lewis v Heffer [1978] 3 354, CA
- Lewis v Weldcrest Ltd [1978] 3 1226, CA
- Lewis v Wolking Properties Ltd [1978] 1 427, CA
- Lewis (A H) v Lewis (R W F) [1978] 1 729, CA
- Lewis (R W F), Lewis (A H) v. *See* Lewis (A H) v Lewis (R W F)
- Lexcourt Holdings Ltd, Laurence v. *See* Laurence v Lexcourt Holdings Ltd
- Leyland Cars v Vyas. *See* Science Research Council v Nassé
- Littler v Liverpool Corp'n [1968] 2 343, Assizes
 Distinguished, Pitman v Southern Electricity Board [1978] 3 901
- Littlewoods Organisation Ltd, The v Harris [1978] 1 1026, CA
- Lloyd v Sadler [1978] 2 529, CA
 Distinguished, Tilling v Whiteman [1978] 3 1103
- Local Government Boundary Commission for England, London Borough of Enfield v. *See* London Borough of Enfield v Local Government Boundary Commission for England
- Locker's Settlement Trusts, Re [1978] 1 216, ChD
- London Borough of Barnet, Notham v. *See* Notham v London Borough of Barnet
- London Borough of Brent, Masters v. *See* Masters v London Borough of Brent

- London Borough of Camden v Herwald [1976] 2 808, QBD
 Reversed [1978] 2 880, CA
- London Borough of Ealing, Mitchell v. *See* Mitchell v London Borough of Ealing
- London Borough of Ealing (No 2), Race Relations Board v. *See* Race Relations Board v London Borough of Ealing (No 2)
- London Borough of Enfield v Local Government Boundary Commission for England [1978] 2 1073, QBD
- London Borough of Hackney, Hillbank Properties Ltd v. *See* Hillbank Properties Ltd v London Borough of Hackney
- London Borough of Hammersmith v Magnum Automated Forecourts Ltd [1978] 1 401, CA
 Considered, Kent County Council v Batchelor [1978] 3 980
- London Borough of Southwark, Victoria Square Property Co Ltd v. *See* Victoria Square Property Co Ltd v London Borough of Southwark
- Loose v Williamson [1978] 3 89, ChD
- Lorfri, The. *See* Federal Commerce and Navigation Ltd v Molena Alpha Inc
- Louis Dreyfus Corp, Dias Compania Naviera SA v. *See* Dias Compania Naviera SA v Louis Dreyfus Corp
- Lower Onibury Farm, Onibury, Shropshire, Re [1955] 2 409, CA
 Distinguished, Lloyd v Sadler [1978] 2 529
- LTSS Print and Supply Services Ltd v London Borough of Hackney [1975] 1 374, QBD
 Applied, Brooks and Burton Ltd v Secretary of State for the Environment [1978] 1 733
- Lucas (decd), Re [1947] 2 773, ChD
 Distinguished, Re Spence's Will Trusts [1978] 3 92
- Lucy v W T Henleys Telegraph Works Co Ltd (ICI Ltd, third party) [1969] 3 456, QBD and CA
 Distinguished, Gawthrop v Boulton [1978] 3 615
- Lyttleton v Performing Right Society Ltd. *See* Performing Right Society Ltd, Re

M

- M v M (No 1) [1967] 1 870, Div
 Applied, Dean v Dean [1978] 3 758
- M (an infant), Re [1961] 1 201, ChD
 Distinguished, Re H (a minor)(wardship : jurisdiction) [1978] 2 903
- Mabro v Eagle Star and British Dominions Insurance Co Ltd [1932] 411, CA
 Distinguished, Gawthrop v Boulton [1978] 3 615
- Macadam, Re [1945] 2 664, ChD
 Considered, Re Duke of Norfolk's Settlement Trusts [1978] 3 907
- Macarthy's Ltd v Smith [1978] 2 746, EAT
- MacShannon v Rockware Glass Ltd [1977] 2 449, CA
 Reversed [1978] 1 625, HL
 Distinguished, Cook Industries Inc v Galliher [1978] 3 945
- Magnum Automated Forecourts Ltd, London Borough of Hammersmith v. *See* London Borough of Hammersmith v Magnum Automated Forecourts Ltd
- Maharaj v Attorney-General of Trinidad and Tobago (No 2) [1978] 2 670, PC
- Mahean v Malaysia Government Officers' Co-operative Housing Society Ltd [1978] 2 405, PC
- Malas and Another (Trading as Hamzeh Malas and Sons) v British Imex Industries Ltd [1958] 1 262, CA
 Applied, Edward Owen Engineering Ltd v Barclays Bank International Ltd [1978] 1 976
- Malaysia Government Officers' Co-operative Housing Society Ltd, Mahean v. *See* Mahean v Malaysia Government Officers' Co-operative Housing Society Ltd
- Mallett v McMonagle [1969] 2 178, HL
 Dictum followed, Cookson v Knowles [1978] 2 604
- Mallet v Restormel Borough Council [1978] 1 503, QBD
 Distinguished, Walsh v Rother District Council [1978] 1 510
 Reversed [1978] 2 1057, CA
 Considered, Walsh v Rother District Council [1978] 3 881
- Mallett, R v. *See* R v Mallett
- Maltby v D J Freeman & Co (a firm) [1978] 2 913, ChD
 Applied, Treasury Solicitor v Regester [1978] 2 920
- Manchester City Council, Gibson v. *See* Gibson v Manchester City Council
- Manchester City Council, Heron Corp Ltd v. *See* Heron Corp Ltd v Manchester City Council
- Manchester City Stipendiary Magistrate, R v, ex parte Snelson. *See* R v Manchester City Stipendiary Magistrate, ex parte Snelson
- Mancini v Director of Public Prosecutions [1941] 3 272, HL
 Explained, R v Camplin [1978] 1 1236
 Explained, Director of Public Prosecutions v Camplin [1978] 2 168
- Manek, ex parte, R v Immigration Appeal Tribunal. *See* R v Immigration Appeal Tribunal, ex parte Manek
- Mann v Goldstein [1968] 2 769, ChD
 Considered, Holt Southey Ltd v Catnic Components Ltd [1978] 2 276
- Mansfield, R v. *See* R v Mansfield
- Marcel Beller Ltd v Hayden [1978] 3 111, QBD
- Marchant v Charters [1977] 3 918, CA
 Considered, Somma v Hazlehurst [1978] 2 1011
- Marden, Multiservice Bookbinding Ltd v. *See* Multiservice Bookbinding Ltd v Marden
- Marley Tile Co Ltd v Burrows [1978] 1 657, CA
- Marrinan v Vibart [1962] 1 869, QBD
 Applied, Hesperides Hotels Ltd v Aegean Turkish Holidays Ltd [1978] 1 277
- Marriott v Oxford and District Co-operative Society Ltd [1969] 1 471, QBD
 Explained, Western Excavating (ECC) Ltd v Sharp [1978] 1 713

- Marsden (J L) v A M Marsden [1973] 2 851, FamD
 Applied, Jenkins v Hargood (formerly Jenkins) [1978] 3 1001
- Marshall (A R) & Sons (Bulwell) Ltd, Hart v. *See* Hart v Marshall (A R) & Sons (Bulwell) Ltd
 Marshall (Thomas) (Exports) Ltd v Guinle [1978] 3 193, ChD
- Martin-Baker Aircraft Co Ltd v Canadian Flight Equipment Ltd [1955] 2 722, QBD
 Distinguished, Staffordshire Area Health Authority v South Staffordshire Waterworks Co [1978] 3 769
- Mason, Suffolk County Council v. *See* Suffolk County Council v Mason
 Massey v Crown Life Insurance Co [1978] 2 576, CA
- Masters v London Borough of Brent [1978] 2 664, QBD
 Masters, Re [1953] 1 19, ChD
 Considered, Re Duke of Norfolk's Settlement Trusts [1978] 3 907
- Mathieson's Trustee v Burrup, Mathieson & Co [1927] 172, ChD
 Applied, Re D H Curtis (Builders) Ltd [1978] 2 183
- Maxim's Ltd v Dye [1978] 2 55, ChD
 Maxwell, Director of Public Prosecutions for Northern Ireland v. *See* Director of Public Prosecutions for Northern Ireland v Maxwell
- May, Buchmann v. *See* Buchmann v May
 Maynard Shipbuilding Consultants AB, Wilson v. *See* Wilson v Maynard Shipbuilding Consultants AB
- McCall v Abelesz [1976] 1 727, CA
 Applied, Ex parte Island Records Ltd [1978] 3 824
- McCarthy, Moriarty v. *See* Moriarty v McCarthy
 McCready, R v. *See* R v McCready
- McGowan (Inspector of Taxes) v Brown and Cousins (trading as Stuart Edwards) [1977] 3 844, ChD
 Distinguished, Murray (Inspector of Taxes) v Goodhews [1978] 2 40
- McInnes v Onslow Fane [1978] 3 211, ChD
 McIntyre v Hardcastle [1948] 1 696, CA
 Distinguished, Lloyd v Sadler [1978] 2 529
 Applied, Tilling v Whiteman [1978] 3 1103
- McIvor v Southern Health and Social Services Board [1978] 2 625, HL
- McKay (formerly Chapman) v Chapman [1978] 2 548, FamD
- McMullen, Inland Revenue Comrs v. *See* Inland Revenue Comrs v McMullen
- McPhail v Doulton [1969] 1 1016, CA
 Dictum applied, Re Locker's Settlement Trusts [1978] 1 216
- McPhail v persons, names unknown [1973] 3 393, CA
 Applied, Swordheath Properties Ltd v Floydd [1978] 1 721
- Meachem v Sachs *See* Locker's Settlement Trusts, Re
- Meah v Roberts [1978] 1 97, QBD
- Mears v Inland Revenue Comrs. *See* Brotherton v Inland Revenue Comrs
- Mechanical Services (Trailer Engineers) Ltd, Customs and Excise Comrs v. *See* Customs and Excise Comrs v Mechanical Services (Trailer Engineers) Ltd
- Medway v Doublelock Ltd [1978] 1 1261, ChD
- Meggs v Liverpool Corp'n [1968] 1 1137, Liverpool Ct of Passage and CA
 Distinguished, Pitman v Southern Electricity Board [1978] 3 901
- Menocal, R v. *See* R v Menocal
- MEPC v Christian-Edwards [1978] 1 295, ChD
 Reversed [1978] 3 795, CA
- MEPC Ltd, Kitney v. *See* Kitney v MEPC Ltd
- Mersey Docks and Harbour Board v Coggins and Griffiths Ltd & McFarlane [1945] 1 605, CA
 Applied, Bhoomidas v Port of Singapore Authority [1978] 1 956
- Metropolitan Property Realizations Ltd, Batty v. *See* Batty v Metropolitan Property Realizations Ltd
- Metzger v Department of Health and Social Security [1977] 3 444, ChD
 Affirmed [1978] 3 753, CA
- Midland Bank Ltd v Stamps [1978] 3 1, QBD
- Midland Bank Trust Co Ltd v Green [1978] 3 555, ChD
- Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm) [1978] 3 571, ChD
- Miliangos v George Frank (Textiles) Ltd [1975] 1 1076, CA
 Affirmed [1975] 3 801, HL
- Dictum applied, Services Europe Atlantique Sud (SEAS) v Stockholms Rederiaktiebolag SVEA [1978] 2 764
- Applied, George Veflings Rederi A/S v President of India [1978] 3 838
- Miller-Mead v Minister of Housing and Local Government [1962] 3 99, QBD
 Distinguished, Brooks and Burton Ltd v Secretary of State for the Environment [1978] 1 733
- Millet v Van Heek & Co [1921] 519, CA
 Approved, Tai Hing Cotton Mill Ltd v Kamsing Knitting Factory [1978] 1 515
- Mitchell v London Borough of Ealing [1978] 2 779, QBD
- Molena Alpha Inc, Federal Commerce and Navigation Ltd v. *See* Federal Commerce and Navigation Ltd v Molena Alpha Inc
- Mondel v Steel [1835-42] 511, Ex
 Distinguished, Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066
- Montgomery v Montgomery [1964] 2 22, Div
 Dictum explained, B v B [1978] 1 821
- Moore v Assignment Courier Ltd [1977] 2 842, CA
 Applied, Associated Bulk Carriers Ltd v Koch Shipping Inc [1978] 2 254
- Moreton, Johnson v. *See* Johnson v Moreton
- Morgan, R v. *See* R v Morgan
- Moriarty v McCarthy [1978] 2 213, QBD
- Moritz (decd), Re [1959] 3 767, ChD
 Considered, Midland Bank Trust Co Ltd v Green [1978] 3 555
- Morris v Martin (C W) & Sons Ltd [1965] 2 725, CA
 Approved, Port Swettenham Authority v T W Wu & Co (M) Sdn Bhd [1978] 3 337
- Morris (Herbert) Ltd v Saxelby [1916-17] 305, HL
 Applied, The Littlewoods Organisation Ltd v Harris [1978] 1 1026

- Mowlem (John) & Co Ltd, Firth v. *See* Firth v Mowlem (John) & Co Ltd
 Muftizade, Hesperides Hotels Ltd v. *See* Hesperides Hotels Ltd v Muftizade
 Multiservice Bookbinding Ltd v Marden [1978] 2 489, ChD
 Approved, Staffordshire Area Health Authority v South Staffordshire Waterworks Co [1978] 3 769
 Murray v Two Strokes Ltd [1973] 3 357, ChD
 Not followed, Pritchard v Briggs [1978] 1 886
 Murray (Inspector of Taxes) v Goodhews [1976] 2 296, ChD
 Affirmed [1978] 2 40, CA
 Mussen v Van Diemen's Land Co [1938] 1 210, ChD
 Dictum applied Buckland v Farmer & Moody (a firm) [1978] 3 929
 Mutual Life & Citizens Assurance Co Ltd v Evatt [1971] 1 150, PC
 Dicta applied, Howard Marine & Dredging Co Ltd v A Ogden & Sons (Excavations) Ltd [1978] 2 1134

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- Nadrep Ltd v Willmet & Co (a firm) [1978] 1 746, ChD
 Nagle v Feilden [1966] 1 689, CA
 Applied, McInnes v Onslow Fane [1978] 3 211
 Nanfri, The. *See* Federal Commerce and Navigation Ltd v Molena Alpha Inc
 Nash v Ryan Plant International Ltd [1978] 1 492, EAT
 Nassé, Science Research Council v. *See* Science Research Council v Nassé
 Nation Life Insurance Co Ltd (in liquidation), Re [1978] 1 242 ChD
 National Anti-Vivisection Society v Inland Revenue Comrs (sub nom Inland Revenue Comrs v National Anti-Vivisection Society) [1945] 2 529, KBD
 Dictum applied, Inland Revenue Comrs v McMullen [1978] 1 230
 National Enterprise Board, Booth & Co (International) Ltd v. *See* Booth & Co (International) Ltd v National Enterprise Board
 National Freight Corp'n, Tuck v. *See* Tuck v National Freight Corp'n
 National Insurance Comrs, R v, ex parte Steel. *See* R v National Insurance Comrs, ex parte Steel
 National Phonographic Co Ltd v Edison-Bell Consolidated Phonographic Co Ltd [1904-07] 116, CA
 Applied, Ex parte Island Records Ltd [1978] 3 824
 National Trust for Places of Historic Interest or Natural Beauty, Leakey v. *See* Leakey v National Trust for Places of Historic Interest or Natural Beauty
 National Union of Tailors and Garment Workers v Charles Ingram & Co Ltd [1978] 1 1271, EAT
 National Vulcan Engineering Insurance Group Ltd v Wade [1977] 3 634, EAT
 Reversed [1978] 3 121, CA
 National Westminster Bank Ltd, Rowlandson v. *See* Rowlandson v National Westminster Bank Ltd
 Nationwide Building Society v Bateman [1978] 1 999, ChD
 Nazeer, Sudagar Singh v. *See* Singh (Sudagar) v Nazeer
 Neale v Newell *See* Wilkinson (deceased), Re
 Neath Rural District Council v Williams [1950] 2 625, KBD
 Not followed, Leakey v National Trust for Places of Historic Interest or Natural Beauty [1978] 3 234
 Nestle Co Ltd v IR Comrs [1952] 1 1388, ChD
 Distinguished, Chelsea Land & Investment Co Ltd v Inland Revenue Comrs [1978] 2 113
 New Brunswick Ry Co v British and French Trust Corp'n (sub nom British and French Trust Corp'n v New Brunswick Ry Co) [1936] 1 13, KBD
 Dictum applied, R v Dunwoodie [1978] 1 923
 New India Assurance Co Ltd, Tan Keng Hong v. *See* Tan Keng Hong v New India Assurance Co Ltd
 Newell, Neale v. *See* Wilkinson (deceased), Re
 Newhart Developments Ltd v Co-operative Commercial Bank Ltd [1978] 2 896, CA
 Newmarch v Newmarch [1978] 1 1, FamD
 Newstead (Inspector of Taxes) v Frost [1978] 2 241, ChD
 Nicholas (Robert) (Steels) Ltd, Jade International Steel Stahl und Eisen GmbH & Co KG v. *See* Jade International Steel Stahl und Eisen GmbH & Co KG v Nicholas (Robert) (Steels) Ltd
 Ninedrive Ltd, Thanet District Council v. *See* Thanet District Council v Ninedrive Ltd
 Nixon v Fox (formerly Nixon) [1978] 3 995, FamD
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 Nobbs, Re [1978] 3 390, QBD
 Noble v Harrison [1926] 284, KBD Divl Ct
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 Noble (Inspector of Taxes) v Laygate Investments Ltd [1978] 2 1067, ChD
 Nock, Director of Public Prosecutions v. *See* Director of Public Prosecutions v Nock
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 Affirmed [1939] 2 668, CA
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 Dictum applied, Greig v Insole [1978] 3 449
 North Central Wagon & Finance Co Ltd v Graham [1950] 1 780, CA
 Applied, Union Transport Finance Ltd v British Car Auctions Ltd [1978] 2 385
 North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd [1978] 3 1170
 Norton v Ellam [1835-42] 330, Ex
 Distinguished, Re Compania de Electricidad de la Provincia de Buenos Aires Ltd [1978] 3 668
 Norwest Holst Ltd v Department of Trade [1978] 3 280, ChD & CA

Norwich Pharmacal Co v Comrs of Customs and Excise [1972] 1 972, ChD
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 Reversed [1973] 2 943, HL
 Applied, Loose v Williams [1978] 3 89
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 Nova (Jersey) Knit Ltd v Mammgar Spinnerei GmbH [1977] 2 463, HL
 Distinguished, Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066
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O (a minor) (wardship: adopted child), Re [1978] 1 145, FamD
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 Oakwell, R v. See R v Oakwell
 O'Brien (Inspector of Taxes) v Benson's Hosiery (Holdings) Ltd [1977] 3 352, ChD
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 Ogden v Shackleton. See Spence's Will Trusts, Re
 Ogden (A) & Sons (Excavations) Ltd, Howard Marine & Dredging Co Ltd v. See Howard Marine & Dredging Co Ltd v Ogden (A) & Sons (Excavations) Ltd
 Oliver (Valuation officer), Black v. See Black v Oliver (Valuation officer)
 Olympian (Owners) v Nowy Sacz (Owners). See Nowy Sacz, The
 Onslow Fane, McInnes v. See McInnes v Onslow Fane
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 Dictum disapproved, Nothman v London Borough of Barnet [1978] 1 1243
 Osoba (deceased), Re [1978] 2 1099, ChD
 Ostreicher v Secretary of State for the Environment [1978] 1 591, QBD
 Affirmed [1978] 3 82, CA
 Outlook Supplies Ltd v Parry [1978] 2 707, EAT
 Overseas Tankship (U K) Ltd v Morts Dock & Engineering Co Ltd [1961] 1 404, PC
 Applied, H Parsons (Livestock) Ltd v Uttley Ingham & Co Ltd [1978] 1 525
 Owen (Edward) Engineering Ltd v Barclays Bank International Ltd [1978] 1 976, CA
 Owners of cargo lately laden on the ship Berny v Owners of the ship Berny. See Berny, The
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P v P (financial provision: lump sum) [1978] 3 70, CA
 P (ancillary relief: appeal), G (formerly P) v. See G (formerly P) v P (ancillary relief: appeal)
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 Parry, Outlook Supplies Ltd v. See Outlook Supplies Ltd v Parry
 Parsons (H) (Livestock) Ltd v Uttley Ingham & Co Ltd [1978] 1 525, CA
 Patel v University of Bradford Senate [1978] 3 841, ChD
 Paterson v Stone Manganese Marine Ltd. See MacShannon v Rockware Glass Ltd
 Paton v Trustees of BPAS [1978] 2 987, QBD
 Pavlides v Jensen [1956] 2 518, ChD
 Distinguished, Daniels v Daniels [1978] 2 89
 Peake v Automotive Products Ltd [1978] 1 106, CA
 Pearce, Hatt & Co (Bath) Ltd v. See Hatt & Co (Bath) Ltd v Pearce
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 Peffer v Rigg [1978] 3 745, ChD
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 Reversed [1978] 3 972, CA
 Peterborough Supplementary Benefits Appeal Tribunal, R v, ex parte Supplementary Benefits Commission. See R v Peterborough Supplementary Benefits Appeal Tribunal, ex parte Supplementary Benefits Commission
 Petronius Clothing Co Ltd, Conway v. See Conway v Petronius Clothing Co Ltd
 Pettitt v Pettitt [1968] 1 1053, CA
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 Dictum applied, Hardwick v Johnson [1978] 2 935
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 Philippine Admiral (Owners) v Wallem Shipping (Hong Kong) Ltd [1976] 1 78, PC
 Applied, I Congreso del Partido [1978] 1 1169
 Phillips v Britannia Hygienic Laundry Co Ltd [1923] 127, CA
 Considered, Booth & Co (International) Ltd v National Enterprise Board [1978] 3 624
 Phipps v Ackers [1558-1774] 381, HL
 Applied, Brotherton v Inland Revenue Comrs [1978] 2 267
 Photo Production Ltd v Securicor Transport Ltd [1978] 3 146, CA
 Piermay Shipping Co SA v Chester [1978] 1 1233, CA
 Pilkington v Inland Revenue Comrs (sub nom Re Pilkington's Will Trusts) [1959] 2 623, ChD
 Distinguished, Hoare Trustees v Gardner (Inspector of Taxes) [1978] 1 791
 Pitman v Southern Electricity Board [1978] 3 901, CA
 Plowman (G W) & Son Ltd v Ash [1964] 2 10, CA
 Applied, The Littlewoods Organisation Ltd v Harris [1978] 1 1026
 Ponsford v HMS Aerosols Ltd [1977] 3 651, CA
 Affirmed [1978] 2 837, HL
 Port of Singapore Authority, Bhoomidas v. See Bhoomidas v Port of Singapore Authority
 Port Swettenham Authority v T W Wu & Co (M) Sdn Bhd [1978] 3 337, PC

Portec (UK) Ltd v Mogensen [1976] 3 565, EAT
 Overruled, Wilson v Maynard Shipbuilding Consultants AB [1978] 2 78
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 Not followed, I Congreso del Partido [1978] 1 1169
 Post Office, Stephen (Harold) & Co Ltd v. *See* Stephen (Harold) & Co Ltd v Post Office
 Powlson (Inspector of Taxes), Ben-Odeco Ltd v. *See* Ben-Odeco Ltd v Powlson (Inspector of Taxes)
 President of India, George Veflings Rederi A/S v. *See* Veflings (George) Rederi A/S v President of India
 Prestatyn Urban District Council v Prestatyn Raceway Ltd [1969] 3 1573, ChD
 Considered, Kent County Council v Batchelor [1978] 3 980
 Price v Civil Service Commission [1978] 1 1228, EAT
 Priddle v Dibble [1978] 1 1058, EAT
 Printers and Finishers Ltd v Holloway [1964] 3 54, ChD, [1964] 3 731, ChD
 Dictum approved, The Littlewoods Organisation Ltd v Harris [1978] 1 1026
 Pritchard v Briggs [1978] 1 886, ChD
 Property and Reversionary Investment Corp Ltd v Secretary of State for the Environment [1975] 2 436, QBD
 Applied, Maltby v D J Freeman & Co (a firm) [1978] 2 913
 Applied, Treasury Solicitor v Regeater [1978] 2 920
 Property and Reversionary Investment Corp Ltd v Templar [1978] 2 433, CA
 Public Prosecutor, Kunjo v. *See* Kunjo v Public Prosecutor
 Public Trustee v Christian Aid Society. *See* Steel (deceased), Re
 Public Trustee v Tuck. *See* Tuck's Settlement Trusts, Re

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Quick (H & J) Ltd, Field (a debtor), Re, ex parte the debtor v. *See* Field (a debtor), Re, ex parte the debtor v H & J Quick Ltd

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R v Angeli [1978] 3 950, CA
 R v Ashton-Rickardt [1978] 1 173, CA
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 Applied, R v Camberwell Green Justices, ex parte Christie [1978] 2 377
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 R v Bainbridge [1959] 3 200, CCA
 Approved, Director of Public Prosecutions for Northern Ireland v Maxwell [1978] 3 1140
 R v Barnet and Camden Rent Tribunal, ex parte Frey Investments Ltd [1971] 3 759, QBD
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 Applied, Walsh v Griffiths-Jones [1978] 2 1002
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 Dictum applied, Walton v The Queen [1978] 1 542
 R v Camberwell Green Justices, ex parte Christie [1978] 2 377, QBD
 R v Carver [1978] 3 60, CA
 R v Crayden [1978] 2 700, CA
 R v Criminal Injuries Compensation Board, ex parte Lain [1967] 2 770, QBD
 Dictum considered, R v Hull Prison Board of Visitors, ex parte St Germain [1978] 2 198
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 R v Horseferry Road Magistrates' Court, ex parte Adams [1978] 1 373, QBD
 R v Hull Prison Board of Visitors, ex parte St Germain [1978] 2 198, QBD
 R v Immigration Appeal Tribunal, ex parte Manek [1978] 3 641, CA
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 R v Justice of the Peace for Peterborough, ex parte Hicks [1978] 1 225, QBD
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 Overruled, Hoskyn v Comr of Police for the Metropolis [1978] 2 136
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 R v Matheson [1958] 2 87, CCA
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- R v Menocal [1978] 3 961, CA
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 R v National Insurance Comrs, ex parte Steel [1978] 3 78, QBD
 R v Newcastle upon Tyne Gaming Licensing Committee, ex parte White Hart Enterprises Ltd [1977] 3 961, CA
 Applied, R v Brighton Gaming Licensing Committee, ex parte Cotedale Ltd [1978] 3 897
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 R v Oxley. *See* R v Bryant
 R v Peterborough Supplementary Benefits Appeal Tribunal, ex parte Supplementary Benefits Commission [1978] 3 887, QBD
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 R v Rashid [1977] 2 237, CA
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 Applied, R v Wellard [1978] 3 161
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 Overruled, Comr of Police for the Metropolis v Hills [1978] 2 1105
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 R v Secretary of State for the Environment, ex parte Hood [1975] 1 102, QBD
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 R v Secretary of State for the Home Department, ex parte Choudhary [1978] 3 790, CA
 R v Secretary of State for the Home Department, ex parte Hussain [1978] 2 423, QBD
 Applied, R v Secretary of State for the Home Department, ex parte Choudhary [1978] 3 790
 R v Secretary of State for the Home Department, ex parte Mughal [1973] 3 796, CA
 Applied, R v Immigration Appeal Tribunal, ex parte Manek [1978] 3 641
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 Applied, A-G v Leveller Magazine Ltd [1978] 3 731
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 R v West London Supplementary Benefits Appeal Tribunal, ex parte Wyatt [1978] 2 315, QBD
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 R (B M) v R (D N) (child : surname) [1978] 2 33, CA
 R (D N) (child : surname), R (B M) v. *See* R (B M) v R (D N) (child : surname)
 R (K) (an infant), Re [1963] 3 337, ChD
 Followed, Bawden v Bawden [1978] 3 1216
 Race Relations Board v Associated Newspapers Group Ltd [1978] 3 419, CA
 Race Relations Board v London Borough of Ealing (No 2) [1978] 1 497, CA
 Radford v De Froberville [1978] 1 33, ChD
 Radio Corp'n of America v Rauland Corp'n [1956] 1 260, QBD
 Applied, Rio Tinto Zinc Corp'n v Westinghouse Electric Corp'n [1978] 1 434
 Radstock Co-operative & Industrial Society Ltd v Norton-Radstock Urban District Council [1967] 2 812, ChD
 Doubted, Leakey v National Trust for Places of Historic Interest or Natural Beauty [1978] 3 234
 Rafferty, Helby v. *See* Helby v Rafferty
 Rahimtoola v Nizam of Hyderabad (sub nom Nizam of Hyderabad v Jung) [1956] 3 311, ChD
 Dicta considered, I Congreso del Partido [1978] 1 1169
 Ramsay (W T) Ltd v Inland Revenue Comrs [1978] 2 321, ChD
 Ranger v Brown [1978] 2 726, EAT
 Rank Xerox Ltd v Lane (Inspector of Taxes) [1977] 3 593, ChD
 Reversed [1978] 2 1124, CA
 Rapley, Glendyne (Lord) v. *See* Glendyne (Lord) v Rapley
 Rasool v West Midlands Passenger Transport Executive [1974] 3 638, QBD
 Approved, Piermay Shipping Co SA v Chester [1978] 1 1233
 Rasu Maritima SA v Perusahaan Pertambangan Minyak Dan Gas Bumi Negara (Pertamina) and Government of Indonesia (as interveners) [1977] 3 324, CA
 Dictum explained, Cretanor Maritime Co Ltd v Irish Marine Management Ltd [1978] 3 164
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 Applied, Photo Production Ltd v Securicor Transport Ltd [1978] 3 146
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 Restormel Borough Council, Mallet v. *See* Mallet v Restormel Borough Council
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 Rio Tinto Zinc Corp'n v Westinghouse Electric Corp'n [1977] 3 703, CA
 Reversed [1978] 1 434, HL
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 Affirmed [1978] 1 434, HL

- Roberts v Roberts. *See* Roberts (deceased), *Re*
 Roberts, Foster (P) (Haulage) Ltd v. *See* Foster (P) (Haulage) Ltd v Roberts
 Roberts, Lansley (third party) v. *See* Meah v Roberts
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 Robinson v Harman [1843-60] 383, Ex
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 Considered, Saif Ali v Sydney Mitchell & Co (a firm) [1978] 3 1033
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 Dictum applied, Drane v Evangelou [1978] 2 437
 Dictum applied, Greig v Insole [1978] 3 449
 Rose, Cole v. *See* Cole v Rose
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 Applied, Race Relations Board v London Borough of Ealing (No 2) [1978] 1 497
 Ross v Collins [1964] 1 861, CA
 Applied, Joram Developments Ltd v Sharratt [1978] 2 948
 Rother District Council, Walsh v. *See* Walsh v Rother District Council
 Rowell, R v. *See* R v Rowell
 Rowlandson v National Westminster Bank Ltd [1978] 3 370, ChD
 Royal Aquarium & Summer & Winter Garden Society v Parkinson [1891-94] 429, CA
 Dictum applied, Attorney-General v British Broadcasting Corp [1978] 2 731
 Royal Bank of Scotland Ltd v Byng. *See* Earl of Strafford (deceased), *Re*
 Royco Homes Ltd v Eatonwill Construction Ltd [1978] 2 821, ChD
 RTZ Services Ltd v Westinghouse Electric Corp. *See* Rio Tinto Zinc Corp v Westinghouse Electric Corp
 Ryan Plant International Ltd, Nash v. *See* Nash v Ryan Plant International Ltd
 Rydeheard, Clements v. *See* Clements v Rydeheard

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- S v S (unassisted party's costs) [1978] 1 376, FamD
 Reversed [1978] 1 934, CA
 SA Consortium General Textiles v Sun & Sand Agencies Ltd [1978] 2 339, CA
 S (an infant) v Manchester City Recorder [1969] 3 1230, HL
 Applied, P Foster (Haulage) Ltd v Roberts [1978] 2 751
 S (an infant), *Re* [1965] 1 33, ChD
 Reversed [1965] 1 865, CA
 Dicta followed, Bawden v Bawden [1978] 3 1216
 Sabey (H) & Co Ltd v Secretary of State for the Environment [1978] 1 586, QBD
 Sachs, Meachem v. *See* Locker's Settlement Trusts, *Re*
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 Saggars v British Railways Board [1978] 2 20, EAT
 Saif Ali v Sydney Mitchell & Co (a firm) [1977] 3 744, CA
 Reversed [1978] 3 1033, HL
 Sanders v Ernest A Neale Ltd [1974] 3 327, NIRC
 Not followed, Thomas Marshall (Exports) Ltd v Guinle [1978] 3 193
 Sandland v Neale [1955] 3 571, QBD
 Applied, Nash v Ryan Plant International Ltd [1978] 1 492
 Sansom v Sansom [1966] 2 396, Div
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 Saponaria Shipping Co Ltd, Consolidated Investment & Contracting Co v. *See* Consolidated Investment & Contracting Co v Saponaria Shipping Co Ltd
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 Satterthwaite's Will Trusts, *Re* [1966] 1 919, CA
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 Science Research Council v Nassé [1978] 3 1196, CA
 Scott v Scott [1911-13] 1, HL
 Applied, A-G v Leveller Magazine Ltd [1978] 3 731
 Scott v Scott [1978] 3 65, CA
 Sea & Land Securities Ltd and William Dickinson & Co Ltd's Arbitration, *Re*, The Alesford [1942] 1 88, KBD
 Dictum applied Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066
 Seabridge v H Cox & Sons (Plant Hire) Ltd [1968] 1 570, CA
 Applied, Gawthrop v Boulton [1978] 3 615
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 Secretary of State for Education and Science v Metropolitan Borough of Tameside [1976] 3 665, HL
 Dicta applied, Smith v Inner London Education Authority [1978] 1 411
 Secretary of State for Employment v Globe Elastic Thread Co Ltd [1978] 1 987, EAT
 Affirmed [1978] 3 954, CA
 Secretary of State for Employment v Wilson [1978] 3 137, EAT
 Secretary of State for the Environment, Brooks and Burton Ltd v. *See* Brooks and Burton Ltd v Secretary of State for the Environment

- Secretary of State for the Environment, *Ostreicher v. See Ostreicher v Secretary of State for the Environment*
- Secretary of State for the Environment, *Sabey (H) & Co Ltd v. See Sabey (H) & Co Ltd v Secretary of State for the Environment*
- Secretary of State for the Home Department, *R v, ex parte Choudhary. See R v Secretary of State for the Home Department, ex parte Choudhary*
- Secretary of State for the Home Department, *R v, ex parte Hussain. See R v Secretary of State for the Home Department, ex parte Hussain*
- Securicor Transport Ltd, *Photo Production Ltd v Securicor Transport Ltd*
- Sedleigh-Denfield v O'Callaghan [1938] 3 321, KBD
- Affirmed [1939] 1 725, CA
- Reversed [1940] 3 349, HL
- Applied, *Leakey v National Trust for Places of Historic Interest or Natural Beauty* [1978] 3 234
- Segal (Jack) Ltd, *Halliard Property Co Ltd v. See Halliard Property Co Ltd v Segal (Jack) Ltd*
- Sehota (deceased), *Re* [1978] 3 385, ChD
- Seillon, *ex parte, R v Wells Street Stipendiary Magistrate. See R v Wells Street Stipendiary Magistrate, ex parte Seillon*
- Selangor United Rubber Estates Ltd v Cradock (No 3) [1968] 2 1073, ChD
- Dictum applied, *English v Dedham Vale Properties Ltd* [1978] 1 382
- Selby's Will Trusts, *Re* [1965] 3 386, ChD
- Applied, *Tuck's Settlement Trusts, Re* [1978] 1 1047
- Servian, *Knapman v. See Caines (deceased), Re*
- Services Europe Atlantique Sud (SEAS) v Stockholms Rederiaktiebolag Svea [1977] 3 945, QBD
- Reversed [1978] 2 764, CA
- Severne (Inspector of Taxes) v Dadswell [1954] 3 243, ChD
- Distinguished, *Murray (Inspector of Taxes) v Goodhews* [1978] 2 40
- Shackleton, *Ogden v. See Spence's Will Trusts, Re*
- Shallow v Shallow [1978] 2 483, CA
- Sharp, Western Excavating (ECC) Ltd v. *See Western Excavating (ECC) Ltd v Sharp*
- Sharratt, *Joram Developments Ltd v. See Joram Developments Ltd v Sharratt*
- Shaw v Applegate [1978] 1 123, CA
- Shaw & Co v Symmons & Sons [1916-17] 1093, KBD
- Applied, *Mitchell v London Borough of Ealing* [1978] 2 779
- Sheffield Brothers (Profiles) Ltd, *Gardner Steel Ltd v. See Gardner Steel Ltd v Sheffield Brothers (Profiles) Ltd*
- Sheffield City Council v Graingers Wines Ltd [1978] 2 70, CA
- Shelley v London County Council, *Harcourt v London County Council* [1947] 2 320, KBD
- Dictum applied, *Cannock Chase District Council v Kelly* [1978] 1 152
- Shelley v Paddock [1978] 3 129, QBD
- Shiloh Spinners Ltd v Harding [1971] 2 307, CA
- Reversed [1973] 1 90, HL
- Distinguished, *Universal Corp'n v Five Ways Properties Ltd* [1978] 3 1131
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- Considered, *Royco Homes Ltd v Eatonwill Construction Ltd* [1978] 2 821
- Simmons, *Allen v. See Allen v Simmons*
- Simpson (Inspector of Taxes) v John Reynolds & Co (Insurances) Ltd [1974] 2 545, ChD
- Applied, *Murray (Inspector of Taxes) v Goodhews* [1978] 2 40
- Singh (Sudagar) v Nazeer [1978] 3 817, ChD
- Siskina, *The* [1977] 3 803, HL
- Dictum explained, *Cretanor Maritime Co Ltd v Irish Marine Management Ltd* [1978] 3 164
- Smethurst v Smethurst [1977] 3 1110, FamD
- Dictum explained, *Shallow v Shallow* [1978] 2 483
- Smith v Inner London Education Authority [1978] 1 411, CA
- Smith v South Wales Switchgear Ltd [1978] 1 18, HL
- Smith, *Macarthys Ltd v. See Macarthys Ltd v Smith*
- Snelson, *ex parte, R v Manchester City Stipendiary Magistrate. See R v Manchester City Stipendiary Magistrate, ex parte Snelson*
- Snoxell v Vauxhall Motors Ltd [1977] 3 770, EAT
- Dictum applied, *Steel v Union of Post Office Workers* [1978] 2 504
- Explained, *Outlook Supplies Ltd v Parry* [1978] 2 707
- Disapproved, *National Vulcan Engineering Insurance Group Ltd v Wade* [1978] 3 121
- Solihull Metropolitan Borough Council v Maxfern Ltd [1977] 2 177, ChD
- Considered, *Kent County Council v Batchelor* [1978] 3 980
- Solle v Butcher [1949] 2 1107, CA
- Applied, *Laurence v Lexcourt Holdings Ltd* [1978] 2 810
- Somma v Hazlehurst [1978] 2 1011, CA
- Sompotex Ltd v Philadelphia Chewing Gum Corp'n [1968] 3 26, CA
- Explained, *Firth v John Mowlem & Co Ltd* [1978] 3 331
- Sothern-Smith v Clancy [1940] 3 416, KBD
- Followed, *Inland Revenue Comrs v Plummer* [1978] 3 513
- South Staffordshire Waterworks Co, *Staffordshire Area Health Authority v. See Staffordshire Area Health Authority v South Staffordshire Waterworks Co*
- South Wales Miners' Federation v Glamorgan Coal Co Ltd [1904-7] 211, HL
- Dictum applied, *Greig v Insole* [1978] 3 449
- South Wales Switchgear Ltd, *Smith v. See Smith v South Wales Switchgear Ltd*
- Southern Electricity Board, *Pitman v. See Pitman v Southern Electricity Board*
- Southern Health and Social Services Board, *Mclvor v. See Mclvor v Southern Health and Social Services Board*
- Southern Railway of Peru Ltd v Owen (Inspector of Taxes) [1956] 2 728, HL
- Distinguished, *Willingale (Inspector of Taxes) v International Commercial Bank Ltd* [1978] 1 754
- Southwark (London Borough), *Victoria Square Property Co Ltd v. See Victoria Square Property Co Ltd v London Borough of Southwark*
- Sowman v David Samuel Trust Ltd [1978] 1 616, ChD

- Spenborough Urban District Council's Agreement, Re [1967] 1 959, ChD
 Applied, Staffordshire Area Health Authority v South Staffordshire Waterworks Co [1978] 3 769
- Spence's Estate, Re [1937] 3 684, ChD
 Dicta disapproved, Brisbane City Council v Attorney-General for Queensland [1978] 3 30
- Spence's Will Trusts, Re [1978] 3 92, ChD
- Spillon and Long's Contract, Re [1936] 2 711, ChD
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- St Germain, ex parte, R v Hull Prison Board of Visitors. See R v Hull Prison Board of Visitors, ex parte St Germain
- St Luke's, Cheetham, Re [1978] 1 1118, Con Ct
- St Mary's, Balham, Re [1978] 1 993, Con Ct
- St Pierre v South American Stores (Gath & Chaves) Ltd [1935] 408, CA
 Dictum explained, MacShannon v Rockware Glass Ltd [1978] 1 625
- Stafford Borough Council v Elkenford Ltd [1977] 2 519, ChD
 Applied, London Borough of Hammersmith v Magnum Automated Forecourts Ltd [1978] 1 401
 Dictum applied, Thanet District Council v Ninedrive Ltd [1978] 1 703
 Considered, Kent County Council v Batchelor [1978] 3 980
- Staffordshire Area Health Authority v South Staffordshire Waterworks Co [1978] 3 769, CA
- Staite, Williams v. See Williams v Staite
- Stamps, Midland Bank Ltd v. See Midland Bank Ltd v Stamps
- Standard Chartered Bank Ltd v Inland Revenue Comrs [1978] 3 644, ChD
- Steadman v Steadman [1973] 3 977, CA
 Affirmed [1974] 2 977, HL
 Dictum applied, Daulia Ltd v Four Millbank Nominees Ltd [1978] 2 557
- Steedman v Drinkle [1914-15] 298, PC
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- Steel v Dixon [1881-5] 729, ChD
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- Steel v Union of Post Office Workers [1978] 2 504, EAT
- Steel (deceased), Re [1978] 2 1026, ChD
- Steel, ex parte, R v National Insurance Comrs. See R v National Insurance Comrs, ex parte Steel
- Stephen (Harold) & Co Ltd v Post Office [1978] 1 939, CA
- Stephenson (Inspector of Taxes) v Barclays Bank Trust Co Ltd [1975] 1 625, ChD
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 Affirmed [1978] 1 948, HL
- Storer v Manchester City Council [1974] 3 824, CA
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- Stromdale & Ball Ltd v Burden [1952] 1 59, ChD
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- Stubbs v Asopardi [1978] 2 399, CA
- Suffolk County Council v Mason [1978] 2 618, CA
- Suisse Atlantique Société d'Armement Maritime SA v NV Rotterdamsche Kolen Centrale [1966] 2 61, HL
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- Sun & Sand Agencies Ltd, SA Consortium General Textiles v. See SA Consortium General Textiles v Sun & Sand Agencies Ltd
- Sun Alliance and London Insurance Ltd, Woolcott v. See Woolcott v Sun Alliance and London Insurance Ltd
- Supplementary Benefits Commission, ex parte, R v Peterborough Supplementary Benefits Appeal Tribunal. See R v Peterborough Supplementary Benefits Appeal Tribunal, ex parte Supplementary Benefits Commission
- Surjit Kaur v Gian Kaur See Sehota (deceased), Re
- Sweet & Maxwell Ltd v Universal News Service Ltd [1964] 3 30, CA
 Distinguished, Federal Commerce and Navigation Ltd v Molena Alpha Inc [1978] 3 1066
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- Syme Thomson, Bird v. See Bird v Syme Thomson
- Syndic in Bankruptcy of Nasrallah Khoury v Khayat [1943] 2 406, PC
 Doubted, George Veflings Rederi A/S v President of India [1978] 3 838

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- T (A J J) (an infant), Re [1970] 1 512, ChD
 Applied, Re O (a minor)(wardship : adopted child) [1978] 1 145
 Distinguished, Re H (a minor)(wardship : jurisdiction) [1978] 2 903
- Tai Hing Cotton Mill Ltd v Kamsing Knitting Factory [1978] 1 515, PC
- Talke Fashions Ltd v Amalgamated Society of Textile Workers and Kindred Trades [1978] 2 649, EAT
- Tan Keng Hong v New India Assurance Co Ltd [1978] 2 380, PC
- Tarr v Tarr [1971] 1 817, CA
 Dictum applied, B v B [1978] 1 821
- Taylor v Calvert [1978] 2 630, CA
- Taylor v O'Connor [1970] 1 365, HL
 Dictum followed, Cookson v Knowles [1978] 2 604
- Taylor v Taylor [1968] 1 843, CA
 Considered, Whittingham v Whittingham (National Westminster Bank Ltd intervening) [1978] 3 805

- Templar, Property and Reversionary Investment Corpn Ltd v. *See* Property and Reversionary Investment Corpn Ltd v Templar
- Tendler v Sproule [1947] 1 193, CA
Distinguished, Lewis v Weldcrest Ltd [1978] 3 1226
- Texaco Antilles Ltd v Kernochan [1973] 2 118, PC
Dictum followed, Tiltwood, Sussex, Re [1978] 2 1091
- Thai-Europe Tapioca Service Ltd v Government of Pakistan, Ministry of Food and Agriculture, Directorate of Agricultural Supplies (Imports and Shipping Wing) [1975] 3 961, CA
Dicta considered, I Congreso del Partido [1978] 1 1169
- Thanet District Council v Ninedrive Ltd [1978] 1 703, ChD
- The Queen, Walton v. *See* Walton v The Queen
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Dictum applied, Sowman v David Samuel Trust Ltd [1978] 1 616
- Thomas (Inspector of Taxes), Bath and West Counties Property Trust Ltd v. *See* Bath and West Counties Property Trust Ltd v Thomas (Inspector of Taxes)
- Thompson v Gibson [1835-42] 623, Ex
Applied, Masters v London Borough of Brent [1978] 2 664
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- Tilley v Bowman Ltd [1908-10] 952, KBD
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- Tiltwood, Sussex, Re [1978] 2 1091, ChD
- Tito v Waddell (No 2) [1977] 3 129, ChD
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- Tramontana Armadora SA v Atlantic Shipping Co SA [1978] 2 870, QBD
- Treasury Solicitor v Regester [1978] 2 920, QBD
- Trendtex Trading Corpn v Central Bank of Nigeria [1976] 3 437, QBD
Applied, C Czarnikow Ltd v Centrala Handlu Zagranicznego Rolimpex' [1978] 1 81
Applied, I Congreso del Partido [1978] 1 1169
- Treseder-Griffin v Co-operative Insurance Society Ltd [1955] 3 793, QBD
Dictum not followed, Multiservice Bookbinding Ltd v Marden [1978] 2 489
- Triplex Safety Glass Co Ltd v Lancegauge Safety Glass (1934) Ltd [1939] 2 613, CA
Applied, Rio Tinto Zinc Corpn v Westinghouse Electric Corpn [1978] 1 434
- Truman (Frank) Export Ltd v Metropolitan Police Comr [1977] 3 431, QBD
Applied, Wershof v Comr of Police for the Metropolis [1978] 3 540
- Trustees of BPAS, Paton v. *See* Paton v Trustees of BPAS
- Tuck v National Freight Corpn [1978] 1 1266, QBD
- Tuck's Settlement Trusts, Re [1976] 1 545, ChD
Affirmed [1978] 1 1047, CA
- Tunnicliffe, Creaser v. *See* Creaser v Tunnicliffe
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U

- Ubsdell v Paterson [1973] 1 685, NIRC
Applied, Ranger v Brown [1978] 2 727
- Union of India v Manohar Lal Narang [1977] 2 348, QBD & HL
Applied, Kakis v Government of the Republic of Cyprus [1978] 2 634
- Union of Post Office Workers, Steel v. *See* Steel v Union of Post Office Workers
- Union of Shop Distributive and Allied Workers, Wilson (Joshua) & Brothers Ltd v. *See* Wilson (Joshua) & Brothers Ltd v Union of Shop Distributive and Allied Workers
- Union Transport Finance Ltd v British Car Auctions Ltd [1978] 2 385, CA
Applied, Willis (R H) and Son (a firm) v British Car Auctions Ltd [1978] 2 392
- United Australia Ltd v Barclays Bank Ltd [1939] 1 676, CA
Applied, [1978] 2 405
- Universal Corpn v Five Ways Properties Ltd [1978] 3 1131, ChD
- University College, Oxford, Sylvester v. *See* Freeston's Charity, Re
- University of Bradford Senate, Patel v. *See* Patel v University of Bradford Senate
- Uttley Ingham & Co Ltd, Parsons (H) (Livestock) Ltd v. *See* Parsons (H) (Livestock) Ltd v Uttley Ingham & Co Ltd

V

- Vandervell's Trusts (No 2), Re [1947] 1 47, ChD
Dictum applied, Drane v Evangelou [1978] 2 437
- Veflings (George) Rederi A/S v President of India [1978] 3 838, QBD
- Victoria Square Property Co Ltd v London Borough of Southwark [1978] 2 281, CA
- Vine v National Dock Labour Board [1956] 1 1, CA
Reversed in part [1956] 3 939, HL
Dicta not followed, Thomas Marshall (Exports) Ltd v Guinle [1978] 3 193
- Virgo, The. *See* Consolidated Investment & Contracting Co v Saponaria Shipping Co Ltd

W

- Wachtel v Wachtel [1973] 1 113, FamD
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 Applied, Hanlon v Hanlon [1978] 2 889
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- Wagner (Ferdinand)(a firm) v Laubscher Brothers & Co (a firm) [1970] 2 174, CA
 Applied, SA Consortium General Textiles v Sun & Sand Agencies Ltd [1978] 2 339
- Walkden Sheet Metal Co Ltd, Re [1959] 3 333, ChD
 Dictum approved, Marley Tile Co Ltd v Burrows [1978] 1 657
- Walker v Walker [1978] 3 141, CA
- Walker (Inspector of Taxes) v Carnaby, Harrower, Barham & Pykett [1970] 1 502, ChD
 Applied, Murray (Inspector of Taxes) v Goodhews [1978] 2 40
- Wallersteiner v Moir (No 2) [1975] 1 849, CA
 Dictum followed, Gardner Steel Ltd v Sheffield Brothers (Profiles) Ltd [1978] 3 399
- Walsh v Griffiths-Jones [1978] 2 1002, Cty Ct
- Walsh v Rother District Council [1978] 1 510, QBD
 Affirmed [1978] 3 881, CA
- Walters v Whessoe Ltd and Shell Refining Co Ltd [1968] 2 816n, CA
 Approved, Smith v South Wales Switchgear Ltd [1978] 1 18
- Walton v The Queen [1978] 1 542, PC
- Ward v Byham [1956] 2 318, CA
 Considered, North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd [1978] 3 1170
- Ward v Lewis [1955] 1 55, CA
 Applied, Hesperides Hotels Ltd v Aegean Turkish Holidays Ltd [1978] 1 277
- Warlow v Harrison [1843-60] 620, Exch Ch
 Distinguished, Daulia Ltd v Four Millbank Nominees Ltd [1978] 2 557
- Warner v Metropolitan Police Comr [1967] 3 93, CA
 Applied, R v Ashton-Rickardt [1978] 1 173
- Warnett (Inspector of Taxes), Berry v. *See* Berry v Warnett (Inspector of Taxes)
- Warnford Investments Ltd v Duckworth [1978] 2 517, ChD
- Watkins v Kidson (Inspector of Taxes) [1977] 3 545, ChD
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- Watson, Hudgell Yeates & Co v. *See* Hudgell Yeates & Co v Watson
- Webb v Pollmount Ltd [1966] 1 481, ChD
 Distinguished, Kitney v MEPC Ltd [1978] 1 595
- Weldcrest Ltd, Lewis v. *See* Lewis v Weldcrest Ltd
- Wellard, R v. *See* R v Wellard
- Wells v Phelps. *See* Phelps (deceased), Re
- Wells Street Stipendiary Magistrate, R v, ex parte Deakin. *See* R v Wells Street Stipendiary Magistrate, ex parte Deakin
- Wells Street Stipendiary Magistrate, R v, ex parte Seillon. *See* R v Wells Street Stipendiary Magistrate, ex parte Seillon
- Wernher's Settlement Trusts, Re [1961] 1 184, ChD
 Applied, Chapman's Settlement Trusts, Re [1978] 1 1122
- Wershof v Comr of Police for the Metropolis [1978] 3 540, QBD
- West London Supplementary Benefits Appeal Tribunal, R v, ex parte Wyatt. *See* R v West London Supplementary Benefits Appeal Tribunal, ex parte Wyatt
- Western Excavating (ECC) Ltd v Sharp [1978] 1 713, CA
- Westinghouse Electric Corp'n, Rio Tinto Zinc Corp'n v. *See* Rio Tinto Zinc Corp'n v Westinghouse Electric Corp'n
- Whiteman, Tilling v. *See* Tilling v Whiteman
- Whittingham v Whittingham (National Westminster Bank Ltd intervening) [1978] 3 805, ChD & CA
- Whitworth Park Coal Co Ltd (in liquidation) v Inland Revenue Comrs [1958] 2 91, CA
 Considered, Dunmore v McGowan (Inspector of Taxes) [1978] 2 85
- Wigginton & Milner Ltd v Winster Engineering Ltd [1978] 3 436, CA
- Wilkinson (deceased), Re [1978] 1 221, FamD
- Williams v Staite [1978] 2 928, CA
- Williams v Williams [1957] 1 305, CA
 Dictum considered, North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd [1978] 3 1170
- Williams, Boggeln v. *See* Boggeln v Williams
- Williams, Loose v. *See* Loose v Williams
- Willingale (Inspector of Taxes) v International Commercial Bank Ltd [1976] 2 468, ChD
 Affirmed [1977] 2 618, CA
 Affirmed [1978] 1 754, HL
- Willis (R H) and Son (a firm) v British Car Auctions Ltd [1978] 2 392, CA
- Willmetts & Co (a firm), Nadreph Ltd v. *See* Nadreph Ltd v Willmetts & Co (a firm)
- Willmott v Atack [1976] 3 794, QBD
 Applied, Wershof, Comr of Police for the Metropolis [1978] 3 540
- Willson v Greene (Moss, third party) [1971] 1 1098, ChD
 Considered, Wigginton & Milner Ltd v Winster Engineering Ltd [1978] 3 436
- Wilson v Maynard Shipbuilding Consultants AB [1978] 2 78, CA
- Wilson v Wilson [1975] 3 464, CA
 Applied, McKay (formerly Chapman) v Chapman [1978] 2 548
- Wilson, Secretary of State for Employment v. *See* Secretary of State for Employment v Wilson
- Wilson (Joshua) & Brothers Ltd v Union of Shop Distributive and Allied Workers [1978] 3 4, EAT
- Winster Engineering Ltd, Wigginton & Milner Ltd v. *See* Wigginton & Milner Ltd v Winster Engineering Ltd
- Winterbottom (G) (Leeds) Ltd, Re [1937] 2 232, ChD
 Applied, Herbert Berry Associates Ltd v Inland Revenue Comrs [1978] 1 161

- Wiseman v Borneman [1967] 3 546, ChD
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 Affirmed [1969] 3 275, HL
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- Wolfe v Hogan [1949] 1 570, CA
 Applied, Buchmann v May [1978] 2 993
- Wolking Properties Ltd, Lewis v. *See* Lewis v Wolking Properties Ltd
- Wood v Ealing (London Borough) [1966] 3 514, ChD
 Applied, Smith v Inner London Education Authority [1978] 1 411
- Wood v Wood [1956] 3 645, PDA
 Applied, Newmarch v Newmarch [1978] 1 1
- Wood, Re [1940] 4 306, ChD
 Applied, Sowman v David Samuel Trust Ltd [1978] 1 616
- Woolcott v Sun Alliance and London Insurance Ltd [1978] 1 1253, QBD
- World Beauty, The [1968] 2 673, Adm
 Considered, Nadreph Ltd v Willmetts & Co (a firm) [1978] 1 746
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- World Series Cricket Pty Ltd v Insole. *See* Greig v Insole
- Worthington (decd), Re [1954] 1 677, ChD
 Considered, Re Duke of Norfolk's Settlement Trusts [1978] 3 907
- Wrotham Park Settled Estates, Jones v. *See* Jones v Wrotham Park Settled Estates
- Wu (TW) & Co (M) Sdn Bhd, Port Swettenham Authority v. *See* Port Swettenham Authority v T W Wu & Co (M) Sdn Bhd
- Wyatt, ex parte, R v West London Supplementary Benefits Appeal Tribunal. *See* R v West London Supplementary Benefits Appeal Tribunal, ex parte Wyatt

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- X (a minor) (wardship; restriction on publication), Re [1975] 1 697, FamD
 Applied, Re O (a minor) (wardship : adopted child) [1978] 1 145

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- Yard Arm Club Ltd, Benson (Inspector of Taxes) v. *See* Benson (Inspector of Taxes) v Yard Arm Club Ltd
- Young v Bristol Aeroplane Co Ltd [1944] 2 293, CA
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 Approved, Davis v Johnson [1978] 1 1132
- Young and Marten Ltd v McManus Childs Ltd (sub nom Prior v McManus Childs Ltd) [1967] 3 451, CA
 Applied, H Parsons (Livestock) Ltd v Uttley Ingham & Co Ltd [1978] 1 525

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Words and phrases considered

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Exercise of discretion—Successful party ordered to pay total costs of reference—Award in favour of claimant after setting off amount awarded to respondent on counterclaim—Respondent proportionately more successful on counterclaim than claimant on claim—Whether justifying award of costs against claimant. *Tramontana Armadora SA v Atlantic Shipping Co SA* [1978] 2 870, QBD.

Exercise of discretion—Successful party ordered to pay total costs of reference—Respondent making a sealed offer of settlement of lump sum to include interest and costs—Award in favour of claimant less than lump sum offered—Whether interest on award to be disregarded in comparing award with offer—Whether lump sum inclusive of costs can be compared with amount awarded when deciding which party to bear costs. *Tramontana Armadora SA v Atlantic Shipping Co SA* [1978] 2 870, QBD.

Foreign currency—

Award. *See Award*—Foreign currency, *ante*

Stay of court proceedings—

Refusal of stay—

No dispute between parties with regard to matter agreed to be referred—Claim for damages for breach of contract—Admission of liability but dispute as to quantum of damages—Substantial sum indisputably due to plaintiff—Amount unquantified—International arbitration agreement—Whether court entitled to refuse to stay proceedings so far as they related to sum indisputably due to plaintiffs—Arbitration Act 1975, s 1(1). *Associated Bulk Carriers Ltd v Koch Shipping Inc* [1978] 2 254, CA.

Time-bar—*See Commencement*—Charterparty—Time-bar, *ante*.

AREA

Local government—

Alteration. *See Local government* (Alteration of area).

ARREST

Arrest without warrant—
Constable—

Common law power of arrest—Power to arrest without warrant for obstruction of police officer in execution of duty—Police officer attempting to seize from plaintiff ring alleged to be stolen—Plaintiff refusing to give up ring unless receipt given—Police officer refusing to give receipt—Police officer arresting plaintiff for wilfully obstructing him in execution of his duty—Plaintiff taken to police station and detained—Plaintiff bringing action for assault, false imprisonment and malicious prosecution—Whether police officer lawfully arresting plaintiff—Whether police officer acting in the course of his duty—Whether plaintiff wilfully obstructing police officer—Whether breach of the peace likely to be caused. **Wershof v Comr of Police for the Metropolis** [1978] 3 540, QBD.

Injunction —

Husband and wife —

Domestic violence —Attachment of power of arrest. *See* **Injunction** (Husband and wife —Domestic violence —Attachment of power of arrest to injunction).

Search—

Arrested person—

Police. *See* **Police** (Right of search—Arrested person).

Warrant—

Irish warrant endorsed for execution in England. *See* **Magistrates** (Irish warrant—Indorsement for execution in England).

ARTICLES FOR CHEAT

Going equipped with articles —

Offence. *See* **Criminal law** (Obtaining property by deception — Going equipped with articles for cheat).

ARTICLES OF ASSOCIATION

See **Company** (Articles of association).

ASSAULT

Constable—

Execution of duty. *See* **Police** (Assault on constable in execution of duty).

Police officer—

See **Police** (Assault on constable in execution of duty).

ASSESSMENT

Compensation—

Compulsory purchase—

Generally. *See* **Compulsory purchase** (Compensation—Assessment).

Income tax. *See* **Income tax** (Assessment).

Value added tax —

Assessment in default of proper returns by taxpayer. *See* **Value added tax** (Assessment in default of proper returns by taxpayer).

ASSETS

Administration of estates—

Hotchpot—

Assets to be taken into account—Partial intestacy. *See* **Administration of estates** (Partial intestacy—Hotchpot—Assets to be taken into account).

Asset held on 6th April 1965—

Capital gains tax—

Computation of chargeable gains *See* **Capital gains tax** (Computation of chargeable gains—Asset held on 6th April 1965).

Disposal —

See **Capital gains tax** (Disposal of assets).

Transfer of assets abroad—

Interlocutory injunction. *See* **Injunction** (Interlocutory—Danger that defendant may transfer assets out of jurisdiction).

ASSIGNMENT

Chose in action. *See* **Chose in action** (Assignment).

Debt. *See* **Chose in action** (Assignment—Debt).

ASSOCIATION

Unincorporated association. *See* **Unincorporated association**.

ASSOCIATION FOOTBALL

Charity—

Promotion and encouragement of sport—

Trust to promote association football in schools and universities. *See* **Charity** (Education—Educational purposes—Sport—Promotion and encouragement of sport—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games).

ATTEMPT

Attempt to pervert course of justice. *See* **Criminal law** (Obstructing course of justice — Attempting to pervert course of justice).

ATTENDANCE ALLOWANCE

Local government —

Expenses —

Allowance payable to member of local authority who is a councillor. *See* **Local government** (Expenses—Member of local authority —Attendance allowance payable to member of local authority who is a councillor).

ATTORNEY-GENERAL

Relator action—

Local authority *See* **Practice** (Parties—Local authority—Promotion or protection of**AUCTION**

Bid—

Provisional bid—

Auctioneer's liability—Conversion. *See* **Conversion** (Auctioneer's liability—Provisional bid).

Conversion of goods—

Auctioneer's liability. *See* **Conversion** (Auctioneer's liability).Mock auction. *See* **Criminal law** (Mock auction).**AUTHORITY**Estate agent. *See* **Estate agent** (Authority).Solicitor *See* **Solicitor** (Authority).**AWARD**

Arbitration—

Generally. *See* **Arbitration** (Award).

Protective award—

Redundancy—

Failure to consult appropriate trade union. *See* **Redundancy** (Employer's duty to consult appropriate trade union—Failure to consult union—Protective award against employer).

Unfair dismissal—

Calculation of compensatory award. *See* **Unfair dismissal** (Compensation—Calculation of compensatory award).**BACKING**

Warrant—

Irish warrant—

Indorsement for execution in England. *See* **Magistrates** (Irish warrant—Indorsement for execution in England).**BAD FAITH**

Local authority dwelling—

Management. *See* **Housing** (Local authority houses—Management—Bad faith).**BAIL**Criminal proceedings. *See* **Criminal law** (Bail).**BAILMENT**

Gratuitous bailment—

Liability of bailee—

Delay in redelivery of goods—Bailee's negligence causing delay in redelivery during which time goods stolen—Whether bailee became insurer of goods from the moment his negligence caused delay in redelivery. **Mitchell v London Borough of Ealing** [1978] 2 779, QBD.Onus of proof—Loss of goods—Fault of bailee—Gratuitous bailee losing goods entrusted to him for safekeeping—Whether onus on bailee to prove that loss not caused by fault or on bailor to prove fault. **Port Swettenham Authority v T W Wu & Co (M) Sdn Bhd** [1978] 3 337, PC.**BANK**

Account—

Trust account—

Fiduciary duty—Customer instructing bank to place cheques on deposit for her grandchildren—Cheques credited to account marked 'trust account'—Fraudulent withdrawal of money from account by trustee for her own purposes—Whether possible for grandchildren to recover money from bank—Whether fiduciary duty owed by bank to grandchildren. **Rowlandson v National Westminster Bank Ltd** [1978] 3 370, ChD.

Documentary credit —

Performance bond —

Performance bond given by seller to buyer as security for fulfilment by seller of obligations under contract of sale —Duty of bank to pay on being satisfied terms of guarantee complied with unless fraud established and brought to bank's notice —Supplier required by contract to establish performance guarantee for proportion of price of goods —Supplier's bank issuing guarantee to buyer's bank and promising to make payment under guarantee without proof or other conditions —Buyer in default under contract —Supplier repudiating contract —Buyer demanding payment from its bank under guarantee —Buyer's bank in turn demanding payment under guarantee from supplier's bank —Whether duty of bank to pay regardless of merits of dispute between supplier and buyer. **Edward Owen Engineering Ltd v Barclays Bank International Ltd** [1978] 1 976, CA.**BANKRUPTCY**

Appeal—

Appeal from county court—

Appeal to Divisional Court of Chancery Division—Practice—List of appeals to be heard during term—Addition of appeals to list—Interlocutory applications to be made to Divisional Court if sitting—Appeal to Divisional Court in cases of urgency—Motions and other bankruptcy matters to be heard by single judge—Bankruptcy Rules 1952 (SI 1952 No 2113), r 133. **Practice Direction** [1978] 3 64, ChD.

Divisional Court—

Practice—Appeal from county court. *See* **Appeal**—Appeal from county court—Appeal to Divisional Court of Chancery Division, *ante*.

BANKRUPTCY (cont)

Criminal—

Bankruptcy order. *See* Criminal law (Bankruptcy order).

Disclaimer of onerous property—

Lease—

Disclaimer of lease by trustee in bankruptcy—Assignee from original lessee becoming bankrupt—Lessor claiming from original lessee rent falling due after disclaimer—Whether original lessee liable for rent notwithstanding disclaimer—Bankruptcy Act 1914, s 54. **Warnford Investments Ltd v Duckworth** [1978] 2 517, ChD.

Execution —

Restriction on right of execution creditor —

Money paid to sheriff to avoid sale of goods —Execution creditor entitled to money because notice of debtor's bankruptcy received by sheriff more than 14 days after date of payment of money —Execution not completed at date of bankruptcy petition or receiving order —Whether money 'benefit of the execution' —Whether execution creditor entitled to retain money as against debtor's trustee in bankruptcy —Bankruptcy Act 1914, s 40(1). **Marley Tile Co Ltd v Burrows** [1978] 1 657, CA.

Money paid to sheriff to avoid sale of goods —Money paid to sheriff's officer —Notice of debtor's bankruptcy received by sheriff more than 14 days after money paid to sheriff's officer but within 14 days of date when officer handed over money to sheriff —Whether receipt of money by sheriff —Whether receipt of money by sheriff's officer receipt by sheriff for purpose of calculating period of 14 days —Whether execution creditor or debtor's trustee in bankruptcy entitled to money —Bankruptcy Act 1914, ss 41(2), 167. **Marley Tile Co Ltd v Burrows** [1978] 1 657, CA.

Money paid to sheriff to avoid sale of goods —Notice of debtor's bankruptcy not received by sheriff within 14 days of payment of money —Whether execution creditor or debtor's trustee in bankruptcy entitled to money —Whether money paid 'to avoid sale' can also be 'money received in part satisfaction of the execution' —Whether money paid to avoid sale vesting in execution creditor subject to defeasance only if sheriff receiving notice of bankruptcy within period of 14 days —Bankruptcy Act 1914, s 41(1)(2). **Marley Tile Co Ltd v Burrows** [1978] 1 657, CA.

Petition—

Conditions for presentation—

Debtor carrying on business in England—Companies controlled by debtor carrying on business in England —Debtor promoting and controlling foreign property development companies —Debtor finding properties in England for them to purchase and develop —Debtor financing purchase of properties and having beneficial interest in profits arising from development of properties —Whether debtor had personally 'carried on business in England' —Bankruptcy Act 1914, s 4(1) (d). **Re Brauch (a debtor), ex parte Britannic Securities & Investments Ltd** [1978] 1 1004, CA.

Debtor having dwelling-house in England—Occupation of dwelling-house during relevant period —Legal or equitable interest in house —Whether necessary to establish that debtor occupied house —Whether necessary to establish that debtor had legal or equitable interest in house —Bankruptcy Act 1914, s 4(1) (d). **Re Brauch (a debtor), ex parte Britannic Securities & Investments Ltd** [1978] 1 1004, CA.

Debtor ordinarily residing in England—Proof —Need to establish place where debtor had resided —Debtor spending substantial proportion of year in England on business —Debtor staying either at hotels or with friends —Creditor unable to specify addresses at which debtor residing —Whether essential to establish place or places at which debtor residing —Bankruptcy Act 1914, s 4(1) (d). **Re Brauch (a debtor), ex parte Britannic Securities & Investments Ltd** [1978] 1 1004, CA.

Dismissal—

Discretion of court—Sufficient cause—Debtor alleging he had no assets and no prospects of having any—Debtor not establishing that it would be oppressive to make receiving order—Whether lack of assets could amount to 'sufficient cause'—Bankruptcy Act 1914, s 5(3). **Re Field (a debtor), ex parte the debtor v H & J Quick Ltd** [1978] 2 981, ChD.

Practice—

Appeal—

Appeal to Divisional Court. *See* Appeal—Appeal from county court—Appeal to Divisional Court of Chancery Division, *ante*.

Proof—

Rescission of receiving order—

Burden of proof on debtor. *See* Receiving order—Rescission—Burden of proof on debtor, *post*.

Set-off—

Mutual credits, mutual debts or other mutual dealings—Claims arising otherwise than out of contract—Statutory debts due to Crown—Company in voluntary liquidation—Crown owing excess input tax to company—Unpaid taxes in greater sum owed to Crown—Whether right of set-off restricted to claims arising out of contract—Whether Crown entitled to set off statutory debts owed to it against excess input tax—Bankruptcy Act 1914, s 31. **Re D H Curtis (Builders) Ltd** [1978] 2 183, ChD.

Receiving order—

Rescission—

Burden of proof on debtor—Petitioning creditor obtaining judgment against debtor—Instalment orders made to satisfy judgment—Debtor failing to pay under instalment orders—Bankruptcy petition presented and receiving order made—Debtor alleging he had no assets and no prospects of having any—Debtor relying on his own affidavit and on investigation made when instalment orders made—Whether debtor discharging burden of proof that receiving order should not be made. **Re Field (a debtor), ex parte the debtor v H & J Quick Ltd** [1978] 2 981, ChD.

BANKRUPTCY (cont)

Receiving order (cont)—

Rescission (cont)—

Debtor having no assets and no prospect of having any—Official Receiver satisfied of debtor's lack of assets—Support of Official Receiver for debtor's application for rescission of receiving order. *Re Field (a debtor), ex parte the debtor v H & J Quick Ltd* [1978] 2 981, ChD.

Surety —

Forfeiture of lease —

Breach of covenant —Notice of breach —Bankruptcy of surety. *See* **Landlord and tenant** (Forfeiture of lease —Notice of breach —Breach of condition complained of —Bankruptcy of surety).

BARRISTERGenerally. *See* **Counsel**.**BEDDOE PROCEEDINGS**

Application for court's directions on litigation—

Affidavit in support of application—

Production of affidavit in litigation. *See* **Discovery** (Production of document—Affidavit—Affidavit filed in Beddoe proceedings by executors for court's directions on litigation).

BENEFICIAL OWNERSHIP

Ship —

Admiralty action in rem —

Jurisdiction. *See* **Admiralty** (Jurisdiction —Action in rem —Beneficial ownership).**BENEFIT**

Disablement benefit—

Industrial injury. *See* **Industrial injury** (Disablement benefit).

National insurance—

Rates of benefit. *See* **National insurance** (Rates of benefit).Supplementary benefit. *See* **Supplementary benefit**.**BENEFIT TO COMMUNITY**Charitable object. *See* **Charity** (Benefit to community).**BEQUEST**Will. *See* **Will** (Gift)**BETTING**

Gaming contract —

Recovery of money won on a wager. *See* **Gaming** (Debt — Recovery of money won on a wager).**BID**

Competitive bidding—

Mock auction. *See* **Criminal law** (Mock auction—Competitive bidding).**BILL OF EXCHANGE**

Discounting —

Income tax —

Computation of profits. *See* **Income tax** (Computation of profits —Discounting bills of exchange).

Holder in due course—

Drawer of bill discounting it to holder in due course—

Bill dishonoured on presentation for payment—Dishonoured bill returned to drawer by holder in due course—Action on bill by drawer—Application for summary judgment—Discretion to grant leave to defend only where action between immediate parties to bill—Whether drawer 'immediate party to bill' when it was returned to him—Whether holder deriving title to bill through holder in due course—Bills of Exchange Act 1882, s 29(3)—RSC Ord 14. *Jade International Steel Stahl und Eisen GmbH & Co KG v Robert Nicholas (Steels) Ltd* [1978] 3 104, CA.

BILL OF LADING

Evidence in criminal proceedings—

Record relating to trade or business—

Degree of permanence of record—Bill of lading and cargo manifest relating to container shipped to United Kingdom *See* **Criminal evidence** (Record relating to trade or business—Record—Relevance of degree of permanence of record—Documents prepared for purpose of single transaction—Bill of lading and cargo manifest relating to container shipped from overseas to United Kingdom).

Generally. *See* **Shipping** (Bill of lading).**BLASPHEMY**Crime. *See* **Criminal law** (Blasphemy).**BOARD OF TRADE**

Company—

Investigation of affairs. *See* **Company** (Investigation by Board of Trade).**BOARD OF VISITORS**

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Jurisdiction. *See* **Certiorari** (Jurisdiction—Prison board of visitors).

BOAT

- Value added tax—
- Higher rate. *See* **Value added tax** (Higher rate—Boats and aircraft).

BOND

- Capital—
- Limitation period for claiming—
- Bond issued by company. *See* **Limitation of action** (Period of limitation—Bond issued by company—Bondholder not claiming payment of interest or capital).
- Interest—
- Bond issued by company. *See* **Limitation of action** (Period of limitation—Bond issued by company—Bondholder not claiming payment of interest or capital).
- Performance bond —
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- Generally. *See* **Bank** (Documentary credit —Performance bond).

BOOK

- Obscenity. *See* **Criminal law** (Obscene publications).

BOUNDARY

- Conveyance—
- Boundary not clear from description in conveyance—
- Plan in conveyance 'by way of identification only'. *See* **Sale of land** (Conveyance—Parcels—Reference to plan—Parcels stated to be delineated on plan 'by way of identification only'—Boundary of property conveyed not clear from description of parcels).
- Local government. *See* **Local government** (Alteration of area).

BOXING

- British Boxing Board of Control—
- Natural justice. *See* **Natural justice** (Domestic tribunal—British Boxing Board of Control).

BREACH OF CONTRACT

- Anticipatory breach. *See* **Contract** (Repudiation—Anticipatory breach).
- Damages—
- Generally. *See* **Contract** (Damages for breach).
- Generally. *See* **Contract** (Breach).
- Inducement to commit breach of contract. *See* **Tort** (Inducement to commit breach of contract).
- Service contract. *See* **Master and servant** (Contract of service—Breach of contract).
- Warranty. *See* **Contract** (Warranty—Breach).

BREACH OF COVENANT

- Land—
- Acquiescence by plaintiff in activities constituting breach of plaintiff's rights—
- Injunction. *See* **Injunction** (Discretion—Acquiescence by plaintiff in activities constituting breach of plaintiff's rights—Restrictive covenant affecting land).
- Lease —
- Forfeiture. *See* **Landlord and tenant** (Forfeiture of lease — Breach of covenant).

BREACH OF THE PEACE

- Offensive conduct conducive to breaches of peace. *See* **Public order** (Offensive conduct conducive to breaches of peace).

BREACH OF TRUST

- See* **Trust and trustee**.

BRIBE

- Agent—
- Secret commission. *See* **Agent** (Secret commission—Bribe).

BRITISH BOXING BOARD OF CONTROL

- Natural justice. *See* **Natural justice** (Domestic tribunal—British Boxing Board of Control).

BRITISH TRANSPORT COMMISSION

- Transferred undertaking —
- Compensation to employee —
- Worsening of employee's position —Right to compensation on worsening of position —Basis on which worsening of position to be assessed —Whether by comparison with employee's position with new employer since transfer or with his position if he had not been transferred —British Transport (Compensation to Employees) Regulations 1970 (SI 1970 No 187), reg 13(1). *Tuck v National Freight Corp*n [1978] 1 1266, QBD.

BUILDER

- Negligence—
- Duty to take care. *See* **Negligence** (Duty to take care—Builder).

BUILDING

- Town and country planning —
- Development —
- Use classes. *See* **Town and country planning** (Development —Use classes —Building).

BUILDING SOCIETY

- Guarantee fund. *See* **Powers**—Guarantee fund, *post*.
- Losses incurred by investors—
- Guarantee fund. *See* **Powers**—Guarantee fund—Arrangement for purpose of making funds available to meet losses incurred by persons investing in building society a party to arrangement).

BUILDING SOCIETY (cont)

Mortgagee —

Action by society for possession of mortgaged property —

Originating summons—Affidavit in support—Particulars of persons in possession—Affidavit to contain only such facts as to his knowledge deponent is able to prove. *See Mortgage* (Action by mortgagee for possession —Originating summons —Affidavit in support —Particulars of every person to best of plaintiff's knowledge in possession —Affidavit to contain only such facts as to his own knowledge deponent able to prove —Plaintiff a building society).

Powers—

Guarantee fund—

Arrangement for purpose of making funds available to meet losses incurred by persons investing in building society a party to arrangement—Collapse of building society—Other building societies arranging to compensate in full investors in collapsed society—No direct benefit to rescuing societies—Purpose only to maintain public's confidence in building societies and prevent run of withdrawals—Whether arrangement *intravires*—Building Societies Act 1962, s 43(1). *Halifax Building Society v Registry of Friendly Societies* [1978] 3 403, ChD.

BURDEN OF PROOF

Dangerous drugs—

Unauthorised possession. *See Drugs* (Dangerous drugs—Unauthorised possession—Burden of proof).

Discrimination—

Employment—

Variation between woman's and man's contract due to material difference other than sex. *See Employment* (Equality of treatment between men and women—Variation between woman's and man's contract due to material difference other than sex—Burden of proof).

Immigration—

Detention of illegal entrant—

Burden of proof that entry illegal. *See Immigration* (Detention—Illegal entrant—Burden of proof that entry illegal).

BUSINESS

Carrying on business in England —

Bankruptcy —

Petition —Conditions for presentation. *See Bankruptcy* (Petition —Conditions for presentation —Debtor carrying on business in England).

Court business—

Distribution—

Crown Court. *See Crown Court* (Distribution of court business).

Premises—

Occupied for business purposes. *See Landlord and tenant* (Business premises—Occupied for business purposes).

Tenancy *See Landlord and tenant* (Business premises).

Record relating to trade or business—

Evidence in criminal proceedings. *See Criminal evidence* (Record relating to trade or business).

Records—

Admissibility in evidence—

Criminal proceedings. *See Criminal evidence* (Record relating to trade or business).

Trade name—

Passing off—

Business carried on abroad but not in England. *See Passing off* (Trade name—Business carried on abroad but not in England).

CANNABINOL DERIVATIVE

Generally. *See Drugs* (Dangerous drugs — Cannabinol derivative).

CANNABIS RESIN

See Drugs (Dangerous drugs — Cannabis resin).

CAPACITY

Gift inter vivos—

Mental capacity to make gift. *See Gift* (Inter vivos—Mental capacity to make gift).

Mental capacity—

Gift—

Mental capacity to make inter vivos gift. *See Gift* (Inter vivos—Mental capacity to make gift).

CAPITAL

Company—

Return to shareholders under scheme of arrangement—

Period of limitation. *See Limitation of action* (Period of limitation—Return of capital by company to shareholders under scheme of arrangement).

Loan capital—

Stamp duty. *See Stamp duty* (Issue of loan capital).

CAPITAL ALLOWANCES

Income tax. *See Income tax* (Capital allowances).

CAPITAL GAINS TAX

Assessment —

Computation of chargeable gains. *See Computation of chargeable gains, post.*

CAPITAL GAINS TAX (cont)

Annual payment—

Exemption—

Disposal of right to annual payments due under personal covenant not secured on property. *See* Exemptions and reliefs—Disposal of right to annual payments due under personal covenant not secured on property, *post*.

Computation of chargeable gains—

Asset held on 6th April 1965—

Land—Sale reflecting development value—Consideration for asset acquired on disposal exceeding what market value would be if before disposal it had become unlawful to carry out any development—Sale of land without planning permission—Consideration on sale reflecting likelihood of obtaining planning permission—Development without permission unlawful—Whether statutory hypothesis that development had 'become' unlawful capable of application where development without permission already unlawful—Finance Act 1965, Sch 6, para 23(1) (b). **Watkins v Kidson (Inspector of Taxes)** [1978] 2 785, CA.

Cost of acquisition of asset—

Consideration deemed to be equal to market value of asset—Acquisition and disposal of asset—Person's acquisition of asset and disposal of it to him deemed to be for a consideration equal to market value—Need to establish that disposal had taken place before deeming provision applicable—Issue of stock not constituting 'disposal'—Issue of stock by subsidiary to parent company for consideration exceeding market value—Bargain not at arm's length—Whether acquisition of stock by parent company to be deemed for a consideration equal to market value even though there had been no disposal of it by the subsidiary—Finance Act 1965, s 22(4). **Harrison (Inspector of Taxes) v Nairn Williamson Ltd** [1978] 1 608, CA.

Consideration given for acquisition of asset—Apportionment of consideration—Acquisition by purchaser of share capital of wholly-owned subsidiary of taxpayer company—Subsidiary being indebted to taxpayer company in respect of loans made to it by taxpayer company—Taxpayer company waiving loans to enhance value of shares to purchaser—Whether there should be apportionment of the consideration—Whether consideration paid in respect of waiver as well as for disposal of shares—Finance Act 1965, Sch 6, para 21(4). **Aberdeen Construction Group Ltd v Inland Revenue Comrs** [1978] 1 962, HL.

Disposal of assets—

Company amalgamation—

Exchange of shares or debentures—Company gaining control of other company—Control—Acquisition by issuing company of majority of shares in other company—Acquisition part of scheme whereby shares acquired were to be immediately disposed of to third party—Majority shareholders of other company becoming shareholders of issuing company—Whether issuing company having gained 'control' of other company—Finance Act 1965, Sch 7, paras 4, 6. **Floor v Davis (Inspector of Taxes)** [1978] 2 1079, CA.

Debt—

Debt on a security—Debt not required to be secured on assets—Need for debt to have such characteristics as enable it to be dealt in and if necessary converted into shares or other securities—Loan by holding company to subsidiary—Loan not secured on assets of subsidiary—Waiver of loan on disposal to purchaser of shareholding in subsidiary—Whether waiver of loan giving rise to allowable loss in computing gain on disposal of shares—Finance Act 1965, Sch 7, para 11(1). **Aberdeen Construction Group Ltd v Inland Revenue Comrs** [1978] 1 962, HL.

Debt on a security—Security—Need for document or certificate issued by debtor—Loan by taxpayer company to subsidiary—Loan not secured on assets of subsidiary—Subsidiary not issuing document or certificate constituting marketable security—Whether loan a 'debt on a security'—Finance Act 1965, Sch 7, paras 5(3)(b), 11(1). **W T Ramsay Ltd v Inland Revenue Comrs** [1978] 2 321, ChD.

Employer's rights under service agreement with employee—

Payment to company by employee to secure release from service agreement—Whether release of company's rights under service agreement a disposal of 'assets'—Whether company assessable to corporation tax in respect of payment by employee—Finance Act 1965, s 22(1)(3)(c). **O'Brien (Inspector of Taxes) v Benson's Hosiery (Holdings) Ltd** [1978] 3 1057, CA.

Person becoming absolutely entitled as against trustee—

Disposition made in exercise of fiduciary power contained in settlement—Separate settlement or series of trusts constituting single settlement—Settlement containing power of advancement in nature of special power—Disposition of settled property made in exercise of power—Disposition by trustees to themselves as trustees of a subsequent settlement created by same settlor and containing distinct trusts—Limitations of new trusts to be written back into instrument creating original settlement—Whether original settlement and disposition constituting a single settlement—Whether a deemed disposal by trustees of original settlement. **Hoare Trustees v Gardner (Inspector of Taxes)** [1978] 1 791, ChD.

Person entitled to assets otherwise than beneficially—Disposition of assets in exercise of power contained in settlement—Disposition to trustees of new settlement created by same settlor—Trustees of new settlement only entitled to assets in fiduciary capacity—Whether 'absolutely entitled [to assets] as against' trustees of original settlement—Finance Act 1965, s 25(3). **Hoare Trustees v Gardner (Inspector of Taxes)** [1978] 1 791, ChD.

CAPITAL GAINS TAX (cont)

Disposal of assets (cont)—

Persons having control of company and exercising control so that value pass out of his shares—

Person having control—Exercise of control—Taxpayer and two relations holding preferred shares in newly formed company and controlling company—Rights issue of ordinary shares—Taxpayer and relations failing to take up rights issue—Fourth preferred shareholder acquiring in consequence all issued ordinary shares and with them right to six-sevenths of company's surplus assets on liquidation—Resolution that company should be voluntarily wound up passed—Taxpayer and one of his two relations not voting on resolution—Whether 'person having control' included more than one person—Whether resolution for winding up an exercise of control—Finance Act 1965, Sch 7, para 15(2). **Floor v Davis (Inspector of Taxes)** [1978] 2 1079, CA.

Taxpayer for consideration transferring beneficial interest in fund to trustees to be held by them for himself for life with remainder to a Jersey company—

Consideration equal to market value of interest in remainder—Acquisition by way of gift—Whether trustees acquiring fund by way of gift—Whether settlor and trustee 'connected persons'—Whether transfer of fund deemed to be for market value—Finance Act 1965 ss 22(4), 25(2), Sch 7, paras 17(2), 21(3). **Berry v Warnett (Inspector of Taxes)** [1978] 3 267, ChD.

Exemptions and reliefs—

Disposal of right to annual payments due under personal covenant not secured on property—

Annual payment—Royalty or other sum paid in respect of the user of a patent—Taxpayer acquiring exclusive licence to use inventions comprised in letters patent held by licensor—Surrender of rights to licensor in respect of certain territories in return for 'royalty' of five per cent of net sales in those territories payable quarterly—Disposal of right to 'royalty' payments—Whether payments a 'royalty' or other sum paid in respect of the user of a patent—Whether payments excluded from expression 'annual payments'—Income Tax Act 1952, s 169(3)—Finance Act 1965, ss 52(3) (a), 53(5) (b), Sch 7, para 12 (c). **Rank Xerox Ltd v Lane (Inspector of Taxes)** [1978] 2 1124, CA.

Disposal of assets —

Value of asset derived from another asset —

Merger of assets —Sale by holding company of shares in subsidiary —Holding company waiving loan made to subsidiary —Waiver of loan for purpose of enhancing value of shares to purchaser —Whether merger of loan and shares —Whether proportion of sum allowable as deduction in respect of disposal of loan attributable to disposal of shares —Finance Act 1965, Sch 6, para 8. **Aberdeen Construction Group Ltd v Inland Revenue Comrs** [1978] 1 962, HL.

Exemptions and reliefs—

Disposal of right to annual payments due under personal covenant not secured on property—

Due under a covenant—Obligations to make payments created by undertaking embodied in document executed under seal—Obligations enforceable as contract debt apart from agreement under seal—Whether payments 'due under a covenant'—Finance Act 1965, Sch 7, para 12 (c). **Rank Xerox Ltd v Lane (Inspector of Taxes)** [1978] 2 1124, CA.

Land—

Computation of chargeable gain—

Land held on 6th April 1965 *See* Computation of chargeable gains—Asset held on 6th April 1965—Land, *ante*.

Settled property —

Person becoming absolutely entitled as against trustee —

Disposal of assets. *See* Disposal of assets —Person becoming absolutely entitled as against trustee, *ante*.

Settlement—

Beneficiary becoming absolutely entitled to settled property—

Beneficiary entitled as against trustee—Plurality of beneficial owners—Family controlled company—Scheme to ensure family retained control—Taxpayer and other family shareholders transferring shares to trustees—Trustees to hold shares for 15 years—Taxpayer and shareholders restricted in their right to dispose of shares—Taxpayer's interest in his shares the same as interest of other family shareholders—Whether taxpayer absolutely entitled to his shares as against the trustees—Finance Act 1965, s 22(5). **Booth v Ellard (Inspector of Taxes)** [1978] 3 298, ChD.

Tax avoidance scheme—Related transactions—Trustees exercising power to appoint trust property to beneficiary contingently on him surviving period of three days from date of appointment—On same date beneficiary assigning to a foreign company for a consideration his contingent interest in property—By a contract also made on the same date beneficiary agreeing to purchase property from the foreign company—Beneficiary surviving three days period and scheme completed by transfer of property to him by foreign company—Whether beneficiary a beneficiary who became absolutely entitled to property as against trustee on completion of scheme—Whether scheme an arrangement under which beneficiary became absolutely entitled to property—Whether beneficiary chargeable to tax on gain arising from deemed disposal of property—Income Tax Act 1952, s 411(2)—Finance Act 1965, s 42(2)(7). **Chinn v Collins (Inspector of Taxes)** [1978] 1 65, ChD.

Person becoming absolutely entitled as against trustee—

Disposal of assets. *See* Disposal of assets —Person becoming absolutely entitled as against trustee, *ante*.

Trustee—

Assets held by trustee—

Beneficiary becoming absolutely entitled. *See* Settlement—Beneficiary becoming absolutely entitled to settled property, *ante*.

CARAVAN

Mobile home. *See* Mobile home

CARE

Child—

Local authority. *See* **Child** (Care—Local authority).**CARE AND CONTROL**Ward of court. *See* **Ward of court** (Care and control).**CARRIAGEWAY**Generally. *See* **Highway**.**CASE STATED**Income tax. *See* **Income tax** (Case stated).**CAUSE OF ACTION**

No reasonable cause of action—

Pleading—

Striking out. *See* **Pleading** (Striking out—No reasonable cause of action).

Solicitor—

Breach of duty. *See* **Solicitor** (Negligence—Cause of action).**CAUSTIC SODA**

Sale of food and drugs—

Supply of caustic soda—

Caustic soda supplied in restaurant instead of lemonade ordered. *See* **Food and drugs** (Sale—Food—Supply of substance other than food—Supply of wholly different article from that demanded by purchaser—Caustic soda supplied as lemonade in restaurant).**CERTIFICATE**

Firearms—

Generally. *See* **Firearms** (Certificate).**CERTIORARI**

Jurisdiction—

Prison board of visitors—

Exercise of disciplinary powers—Prisoners charged with breach of prison discipline—Adjudication by board of visitors—Allegation that board had acted contrary to natural justice in their adjudication—Whether certiorari would lie against board's decisions. **R v Hull Prison Board of Visitors, ex parte St Germain** [1978] 2 198, QBD.**CHAMBERS**Criminal trial. *See* **Criminal law** (Trial—Chambers).Proceedings in chambers. *See* **Practice** (Chambers proceedings).**CHANCERY DIVISION**

Actions assigned to Chancery Division—

Actions for payment of moneys secured by mortgage—

Action triable as commercial action or mortgage action. *See* **Court** (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).

Appeal—

Bankruptcy—

Appeal from county court. *See* **Bankruptcy** (Appeal—Appeal from county court—Appeal to Divisional Court of Chancery Division).

Bankruptcy—

Appeal from county court. *See* **Bankruptcy** (Appeal—Appeal from county court—Appeal to Divisional Court of Chancery Division).Chambers. *See* **Practice** (Chambers proceedings).

Contempt of court—

Committal—

Application by litigant in person. *See* **Contempt of court** (Committal—Application—Litigant in person—Chancery Division).

Practice—

Generally. *See* **Practice** (Chancery Division).**CHARACTER**

Accused—

Evidence of character in criminal proceedings. *See* **Criminal evidence** (Character of accused).**CHARGE**Land charge. *See* **Land charge**.**CHARGEABLE GAINS**

Computation —

Capital gains tax. *See* **Capital gains tax** (Computation of chargeable gains).

Tax—

Computation of chargeable gains. *See* **Capital gains tax** (Computation of chargeable gains).**CHARITY**

Benefit to community—

Recreational facilities—

Promotion and encouragement of sport—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games—Whether trust for purposes beneficial to community. **Inland Revenue Comrs v McMullen** [1978] 1 230, ChD.

CHARITY (cont)

Benefit to community (cont)—

Showground, park and recreation—

Exhibition of agricultural and horticultural produce—Transfer to city council of land 'to be set apart permanently for showground, park and recreation purposes'—Condition of transfer that agricultural society to hold its annual district show on land—Council wishing to sell land for development as shopping centre—Whether 'showground, park and recreation purposes' beneficial to the community—Whether council holding land subject to charitable trust. **Brisbane City Council v Attorney-General for Queensland** [1978] 3 30, PC.

Charitable trust—

Alteration of beneficial interests—

Acquiescence by beneficiaries in alteration—Attorney—General only person empowered to bargain as to rights of beneficiaries under charitable trust—Trust for benefit of charitable foundation—Appropriation of trust fund by trustee having effect of altering beneficial interests of foundation and other beneficiary—Governors of foundation informed of appropriation and raising no objection—Whether acquiescence of governors having effect of validating appropriation. **Re Freeston's Charity** [1978] 1 481, ChD.

Will—

Gift to charitable institution—Dissolution of institution after date of will and before testatrix's death—Whether in absence of special circumstances and kindred charitable gifts general charitable intent shown—Whether gift failed. **Re Spence's Will Trusts** [1978] 3 92, ChD.

Gift to home run by charity—Whether gift to charity's general endowment or for maintenance of particular premises. **Re Spence's Will Trusts** [1978] 3 92, ChD.

Education—

Educational purposes—

Sport—Promotion and encouragement of sport—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games—Whether educational charity—Whether encouragement of sport subservient to general charitable purpose. **Inland Revenue Comrs v McMullen** [1978] 1 230, ChD.

Hostel. *See* Relief of poverty—Working men's hostel, *post*.

Recreational charity—

Provision of facilities in interests of social welfare—

Social welfare—Improvement of conditions of life—Need to show some element of deprivation in conditions of life of persons to be benefited—Trust to promote, encourage and provide facilities—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games—Whether necessary to show some element of deprivation in conditions of life of persons to be benefited—Whether facilities provided in interests of social welfare—Whether purpose of trust to improve conditions of life of pupils at schools and universities—Recreational Charities Act 1958, s 1(1)(2) (a). **Inland Revenue Comrs v McMullen** [1978] 1 230, ChD.

Relief of poverty—

Working men's hostel—

Gift for 'construction of ...working mens hostel' in area of grave housing shortage—Size of gift pointing to erection of hostel catering for only basic requirements—Whether 'working mens' and 'hostel' together gave a connotation of poverty to gift—Whether size of gift and area in which hostel to be erected relevant factors—Whether gift charitable. **Re Niyazi's Will Trusts** [1978] 3 785, ChD.

Uncertainty —

Worthy causes —

Gift to 'such worthy causes communicated by me to my trustees in my lifetime' —No worthy causes communicated to trustees —Whether 'worthy causes' confined to charitable causes —Whether bequest showed general charitable intent. **Re Atkinson's Will Trust** [1978] 1 1275, ChD.

Working men's hostel. *See* Relief of poverty—Working men's hostel, *ante*.

Worthy causes —

Uncertainty. *See* Uncertainty — Worthy causes, *ante*.**CHARTERPARTY**

Arbitration—

Commencement. *See* Arbitration (Commencement—Charterparty).

Breach—

Repudiation. *See* Contract (Repudiation—Anticipatory breach—Charterparty).

Demurrage—

Payment in foreign currency—

Date at which rate of exchange calculated. *See* Money (Currency—Date at which rate of exchange calculated—Payment made after date of default but before judgment—Charterparty).

Time charterparty. *See* Shipping (Time charterparty).**CHATTEL**

Foreign chattels—

Conversion of foreign chattels. *See* Conflict of laws (Foreign chattels—Conversion of chattels in foreign country).

CHEAT

Going equipped with articles for cheat. *See* Criminal law (Obtaining property by deception — Going equipped with articles for cheat).

CHILD

Care—

Local authority—

Resumption of care by parent—Order in divorce proceedings giving custody, care and control of child to father—Local authority appealing against order—Whether residual discretion remaining in authority to determine suitability of parent resuming care—Children Act 1948, s 1(3). **Bawden v Bawden** [1978] 3 1216, CA.

Resumption of care by parent—Power to make resolution assuming parental rights—Parent desiring to take over care of child—Parent requesting authority to return child to her—Subsequent to request authority passing resolution assuming parental rights—Whether power to pass resolution—Whether effect of parent's request for return of child to end authority's right to keep child in care—Whether child remaining in care for purposes of resolution so long as authority in fact caring for child—Children Act 1948, s 1(3), s 2(1) (as substituted by Children Act 1975, s 57). **Johns v Jones** [1978] 3 1222, CA.

Care and upbringing—

Arrangements required before decree absolute of divorce between parents. *See* **Divorce** (Decree absolute—Arrangements for care and upbringing of children).

Child of the family—

Divorce—

Arrangements for care and upbringing. *See* **Divorce** (Decree absolute—Arrangements for care and upbringing of children).

Domestic violence —

Injunction —

Exclusion of party from matrimonial home —County court —Interests of children. *See* **Injunction** (Exclusion of party from matrimonial home —County court —Children's interest's paramount).

Evidence—

Criminal proceedings. *See* **Criminal evidence** (Child).

Ward of court. *See* **Ward of court**.

CHILDREN

Amusement arcade—

Restrictive covenant affecting land. *See* **Restrictive covenant affecting land** (Construction of covenant—Amusement arcade—Covenant prohibiting use of land as an amusement arcade—Coin-operated amusement machines for children installed on land).

CHILDREN AND YOUNG PERSONS

Care—

Order made by justices following conviction—

Appeal to Crown Court against order—Bail—Jurisdiction to grant bail. *See* **Criminal law** (Bail—Crown Court—Jurisdiction to grant bail—Person in custody pursuant to sentence imposed by magistrates' court and appealing against his sentence—In custody—Young person convicted by justices committed to care of local authority).

CHOOSE IN ACTION

Assignment—

Debt—

Contract forbidding assignment of benefit or interest therein or thereunder without consent of debtor—Creditor assigning debt to third party without consent—Third party claiming payment from debtor—Debtor refusing payment—Whether contract forbidding assignment of debt—Whether assignment of debt by creditor to third party valid. **Helstan Securities Ltd v Hertfordshire County Council** [1978] 3 262, QBD.

CHURCH

Demolition —

Faculty. *See* **Ecclesiastical law** (Faculty — Demolition of church).

Organ —

Reconstruction. *See* **Ecclesiastical law** (Faculty — Reconstruction of church organ).

CIRCUIT JUDGE

See **Judge** (Circuit judge).

CLASS GIFT

Settlement. *See* **Settlement** (Class gift).

CLOSE COMPANY

Taxation. *See* **Income tax** (Close company).

CO-ACCUSED

Evidence against co-accused—

Cross-examination as to previous convictions. *See* **Criminal evidence** (Character of accused—Evidence against co-accused—Cross-examination as to previous convictions).

COAL MINING

Industrial injury—

Disablement benefit. *See* **Industrial injury** (Disablement benefit).

COLLEGE

Trust—

Scheme for administering university or college trusts. *See* **University** (Trust—Scheme for administering university or college trusts).

COLLISION

Shipping—

Collision regulations. *See* **Shipping** (Collision regulations).

COMMERCIAL COURT

Action—

Action triable as commercial action or mortgage action. *See* **Court** (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).

COMMISSION

Agent—

Secret commission. *See* **Agent** (Secret commission).

COMMITTAL

Contempt of court—

Generally. *See* **Contempt of court** (Committal)

Injunction—

Breach—

Application by local authority for committal. *See* **Practice** (Parties—Local authority—Promotion or protection of interests of inhabitants of their area—Local authority obtaining injunction to restrain breaches by defendant of tree preservation order—Local authority applying for committal of defendant for breaches of injunction).

Proceedings—

Evidence—

Evidence for defence—Criminal libel. *See* **Criminal law** (Libel—Committal proceedings—Evidence for defendant).

Generally. *See* **Criminal law** (Committal—Preliminary hearing before justices).

COMMON MARKET

See **European Economic Community**.

COMMON MISTAKE

Mistake of fact. *See* **Mistake** (Mistake of fact—Common mistake).

COMMONS

Registration —

Sale of land —

Search of commons register —Solicitor —Negligence —Failure to search register. *See* **Solicitor** (Negligence —Sale of land —Search of commons register).

COMMONWEALTH CITIZEN

Immigration. *See* **Commonwealth immigrant**.

COMMONWEALTH IMMIGRANT

Admission—

Grounds for admission—

Admission as dependant of person already in the United Kingdom and settled there—Already in the United Kingdom—Sponsor settled in United Kingdom but temporarily absent on visit abroad when application for admission made—Whether sponsor required to be physically present in United Kingdom and settled there when dependant's application made—Immigration Rules for Control on Entry: Commonwealth Citizens, para 39. **R v Immigration Appeal Tribunal, ex parte Manek** [1978] 3 641, CA.

COMMUNITY

Benefit to—

Charitable object. *See* **Charity** (Benefit to community).

COMPANY

Action—

Appointment of receiver by debenture holder—

Appointment as agent of company—Effect on company's power to bring action. *See* **Receiver**—Appointment by debenture holder—Appointment as agent of company—Effect—Effect on company's power to bring action, *post*.

Amalgamation—

Capital gains tax. *See* **Capital gains tax** (Disposal of assets—Company amalgamation).

Stamp duty—

Relief. *See* **Stamp duty** (Relief—Reconstruction or amalgamation of companies).

Articles of association—

Restriction imposed on company—

Restriction imposed by articles of association—Restriction imposed by law—Close company—Shortfall in distributions—Calculation of shortfall—Required standard—Articles of association restricting company's distributable profits to excess of income over revenue expenditure—Whether restrictions imposed by law—Income and Corporation Taxes Act 1970, s 290(4). **Noble (Inspector of Taxes) v Laygate Investments Ltd** [1978] 2 1067, ChD.

Bond—

Limitation period for claiming interest or capital. *See* **Limitation of action** (Period of limitation—Bond issued by company—Bondholder not claiming interest or capital).

Capital—

Company without share capital—

Register of members. *See* **Register of members, post**.

Duty—

Relief—Reconstruction or amalgamation of companies. *See* **Stamp duty** (Relief—Reconstruction or amalgamation of companies).

Return of capital to shareholders under scheme of arrangement—

Period of limitation. *See* **Limitation of action** (Period of limitation—Return of capital by company to shareholders under scheme of arrangement).

Close company—

Taxation. *See* **Income tax** (Close company).

COMPANY (cont)

Companies Court—

Practice. *See* **Practice** (Companies Court).

Compulsory winding-up—

Costs—

Taxation—Basis of taxation of costs incurred in course of liquidation—Common fund basis normal basis of taxation—Court having discretion to order different basis of taxation—Discretion to order trustee basis of taxation in exceptional circumstances—RSC Ord 62, r 28(4)(5). **Re Nation Life Insurance Co Ltd (in liquidation)** [1978] 1 242, ChD.

Liquidator—

Appointment of solicitor—Sanction of court or of committee of inspection—Retrospective sanction—Validity—Liquidator appointing solicitors to recover substantial debt due to company—Sanction of court or committee not obtained beforehand—Liability of liquidator for solicitor's costs—Whether court or committee having power to sanction appointment retrospectively—Whether court having power to relieve liquidator of consequences of unauthorised appointment in proper case—Companies Act 1948, ss 245(1), 246(3). **Re Associated Travel Leisure and Services Ltd (in liquidation)** [1978] 2 273, ChD.

Petition by creditor—

Disputed debt—Admission that part of sum prospective debt—Demand for payment of £39,068 served on company—Company denying any part of that sum due—Company admitting that £20,000 of that sum was prospective debt—Whether company entitled to injunction restraining presentation of petition—Companies Act 1948, s 224(1). **Holt Southey Ltd v Catnic Components Ltd** [1978] 2 276, ChD.

Unregistered company—

Foreign company—Jurisdiction—Essentials to establish jurisdiction—Assets within jurisdiction—Company's only asset within jurisdiction right of action against insurer—Petition presented by creditors—Whether essential for creditors to show that action bound to succeed—Whether showing that action had reasonable possibility of success sufficient. **Re Allobrogia Steamship Corpn** [1978] 3 423, ChD.

Debenture—

Exchange—

Company amalgamation—Capital gains tax. *See* **Capital gains tax** (Disposal of assets—Company amalgamation—Exchange of shares or debentures).

Power of attorney—

Effect of winding-up on power of attorney given by debenture—Power of attorney given to debenture holder to execute deeds, assurances etc required for purposes of debenture—Debenture holder appointing receiver—Receiver realising assets of company—Winding-up of company subsequent to appointment of receiver of debenture—Assets of company including debt secured by legal mortgage of debtor's property—Receiver of debenture exercising statutory power of sale under mortgage—Debenture holder exercising power of attorney to execute assurance to complete sale effected by receiver—Whether power of attorney revoked by winding-up—Whether debenture holder able to execute valid assurance to complete sale after winding-up order made. **Sowman v David Samuel Trust Ltd** [1978] 1 616, ChD.

Receiver—

Appointment—Appointment as agent of company—Effect. *See* Receiver—Appointment by debenture holder—Appointment as agent of company—Effect, *post*.

Powers. *See* Receiver—Powers, *post*.Department of Trade investigation. *See* Investigation by Board of Trade, *post*.

Director—

Right to inspect company's books of account—

Nature and extent of director's right of inspection—Statutory or common law right—Absolute or qualified right—Right to obtain order compelling company to make available books for inspection—Discretion of court whether to make order—Likelihood of director being removed from office—Interlocutory application—General meeting having been convened at date of application for purpose of removing director from office—Whether court should make order compelling company to make books of account available to director for inspection—Companies Act 1948, s 147. **Conway v Petronius Clothing Co Ltd** [1978] 1 185, ChD.

Disclaimer of onerous property—

Voluntary winding-up. *See* Voluntary winding-up—Disclaimer of onerous property, *post*.

Foreign company—

Winding-up by court. *See* Compulsory winding-up—Unregistered company—Foreign company, *ante*.

Insurance company—

Winding-up—

Reduction of contracts as alternative to winding-up—Long-term insurance—Inability to pay debts—Proof of inability—Company at date of petition having insufficient liquid assets to discharge present debts but having assets exceeding present, contingent and prospective liabilities—Whether inability to pay debts only established if assets are less than present, contingent and prospective liabilities—Whether company has insufficient liquid assets for time being to pay present debts where no demand for repayment made company unable to pay debts—Whether power to reduce amounts accrued due at date of petition under power to order reduction of 'the amount of the contracts' of the company—Companies Act 1948, s 223—Insurance Companies Act 1974, s 50. **Re Capital Annuities Ltd** [1978] 3 704, ChD.

COMPANY (cont)

Investigation by Board of Trade—

Appointment of inspectors—

Natural justice—Duty to hear parties—Circumstances suggesting business operated or company formed for fraudulent purposes etc—Exercise by Secretary of State of power to appoint inspectors—Parties involved having opportunity to state case in course of investigation by inspectors—Refusal by Secretary of State to disclose reasons for appointment of inspectors or to allow company to comment on reasons before appointing inspectors—Whether Secretary of State acting in breach of rules of natural justice—Companies Act 1948, s 165 (b) (ii). **Norwest Holst Ltd v Department of Trade** [1978] 3 280, ChD & CA.

Restrictions on transfer etc of shares—

Order directing that restrictions should cease—Order for purpose of permitting transfer continuing restriction on payment of any sum due on those shares—Takeover of company during investigation—Restriction on transfer of shares preventing acquiring company complying with statutory directions to effect transfer of shares to itself—Acquiring company applying to court for release of shares from restriction on transfer and for an order restricting payment of the purchase price to former owners of shares without sanction of court—Whether price of shares a sum 'due from the company on those shares'—Whether court having power to impose restriction on purchase price—Companies Act 1948, s 174(2)(a)(d), (4). **Ashbourne Investments Ltd, Re** [1978] 2 418, ChD.

Liquidator—

Compulsory winding-up. *See* Compulsory winding-up—Liquidator, *ante*.

Member—

Register of members. *See* Register of members, *post*.

Minority shareholder—

Representative action—

Negligence alleged against majority shareholders—Negligence resulting in profit to majority shareholders at expense of company—No fraud alleged—Majority shareholders directors of company—Directors alleged to have procured company to sell land to one of themselves—Action by minority shareholders alleging that sale at an undervalue—Statement of claim alleging that sale made in breach of duty and that directors had benefited from breach but not alleging fraud—Whether action maintainable by minority shareholders—Whether statement of claim should be struck out. **Daniels v Daniels** [1978] 2 89, ChD.

Oversea company—

Situs of shares—

Shares registered in South Africa but certificates held in England. *See* **Company (Shares—Situs of shares—Shares registered abroad but certificates held in England—Company incorporated in South Africa)**.

Practice —

Companies Court. *See* **Practice (Companies Court)**.

Receiver—

Appointment by debenture holder—

Appointment as agent of company—Effect—Effect on company's power to bring action—Debenture empowering receiver to bring action in name of company—Company commencing action against debenture holder for breach of contract—Action commenced without receiver's consent—Action not prejudicing position of debenture holder—Debenture holder applying to have writ in action set aside on ground of irregularity in failing to obtain receiver's consent—Whether company required to obtain receiver's consent to bring action—Whether action interfering with receiver's function of getting in company's assets. **Newhart Developments Ltd v Co-operative Commercial Bank Ltd** [1978] 2 896, CA.

Powers—

Effect of winding-up on powers of receiver appointed by debenture holders—Power to hold and dispose of company's property comprised in debenture—Receiver empowered under terms of debenture to act as agent of company—Company having power of sale under legal mortgage of freehold property—Winding-up order made in respect of company—Receiver thereafter purporting to exercise power of sale by contracting to sell freehold property—Winding-up depriving receiver of power to bind company personally by acting as its agent—Whether winding-up affecting receiver's power to hold and dispose of company's property comprised in debenture—Whether contract a valid exercise of company's power of sale. **Sowman v David Samuel Trust Ltd** [1978] 1 616, ChD.

Reconstruction—

Stamp duty—

Relief. *See* **Stamp duty (Relief—Reconstruction or amalgamation of companies)**.

Register of members—

Company without share capital—

Members divided into several classes—Obligation to specify class of membership in register—Register not indicating class of membership because election to full membership depending on financial circumstances of member—Only full members entitled to requisition and vote at general meeting—Associate member wishing to have articles of association altered and to have extraordinary general meeting convened for that purpose—Associate member wishing to contact full members—Application for order requiring company to disclose names and addresses of full members—Whether company required to disclose identity of full members—Whether company under duty to specify class of membership in register—Companies Act 1948, ss 110 (1) (a), 113. **Re Performing Right Society Ltd** [1978] 3 972, CA.

COMPANY (cont)

Scheme of arrangement —

Application —

Companies Court —Applications in long vacation. *See Practice* (Companies Court — Applications in long vacation —Applications for schemes of arrangement or reconstruction, for reduction of share capital or in respect of capital redemption reserve funds or share premium accounts).

Distribution of company's property—

Voluntary winding-up. *See* Voluntary winding-up—Distribution of company's property— Distribution under scheme of arrangement, *post*.

Return of capital to shareholders—

Period of limitation. *See Limitation of action* (Period of limitation—Return of capital by company to shareholders under scheme of arrangement).

Shareholder—

Minority shareholder—

Representative action. *See* Minority shareholder—Representative action, *ante*.

Register of shareholders. *See* Register of members, *ante*.

Return of capital to shareholders under scheme of arrangement.

Period of limitation. *See Limitation of action* (Period of limitation—Return of capital by company to shareholders under scheme of arrangement).

Shares—

Exchange—

Company amalgamation—Capital gains tax. *See Capital gains tax* (Disposal of assets— Company amalgamation—Exchange of shares or debentures).

Restrictions on transfer etc of shares—

Investigation by Board of Trade. *See* Investigation by Board of Trade—Restrictions on transfer etc of shares, *ante*.

Right to apply for shares —

Employee —Preferential right —Benefit from exercise of right —Income tax. *See Income tax* (Emoluments from office or employment —Causal nexus between employment and benefit received —Preferential right to apply for shares).

Situs of shares—

Shares registered abroad but certificates held in England—Company incorporated in South Africa—Share certificates lodged with bank in England for safe keeping—Shares only capable of being effectually dealt with in South Africa—Duplicate register kept in England— Duplicate register having no legal effect—Whether shares situate out of Great Britain. **Standard Chartered Bank Ltd v Inland Revenue Comrs** [1978] 3 644, ChD.

Solicitor—

Appointment by liquidator—

Compulsory winding-up. *See* Compulsory winding-up—Liquidator—Appointment of solicitor, *ante*.

Unregistered company—

Winding-up. *See* Compulsory winding-up—Unregistered company, *ante*.

Voluntary winding-up—

Disclaimer of onerous property—

Lease—Disclaimer of lease by liquidator of lease—Company assignee from original lessee— Lessor claiming from original lessee rent falling due after disclaimer—Whether original lessee liable for rent notwithstanding disclaimer—Companies Act 1948, s 323(2)(7). **Warnford Investments Ltd v Duckworth** [1978] 2 517, ChD.

Distribution of company's property—

Distribution under scheme of arrangement—Dividends and repayment of capital not claimed by shareholders or holders of share warrants and bondholders—Whether shareholders 'creditors'—Whether holders of share warrants and bondholders 'contingent creditors' or 'members'—Whether liquidator entitled to issue notice to shareholders giving time by which claims should be made—Whether liquidator entitled to distribute assets without allowing for unmet claims of shareholders and holders of share warrants and bondholders—Companies Act 1948, s 302—Companies (Winding-up) Rules 1949 (SI 1949 No 330), r 106. **Re Compania de Electricidad de la Provincia de Buenos Aires Ltd** [1978] 3 668, ChD.

Winding-up—

Compulsory winding-up. *See* Compulsory winding-up, *ante*.

Costs—

Compulsory winding-up. *See* Compulsory winding-up—Costs, *ante*.

Effect on powers of receiver appointed by debenture holders. *See* Receiver—Powers—Effect of winding-up on powers of receiver appointed by debenture holders, *ante*.

Fraudulent trading—

Carrying on business with intent to defraud creditors—Whether single transaction capable of amounting to 'carrying on business with intent to defraud creditors'—Companies Act 1948, s 332(1). **Re Gerald Cooper Chemicals Ltd** [1978] 2 49, ChD.

Parties to the carrying on of the company's business—Loan made by third party to company to finance production of indigo—Company accepting advance payment from customer for supply of indigo—Company not carrying out order but repaying third party's loan with money advanced—Company insolvent—Whether third party knowingly party to company carrying on business with intent to defraud creditors—Companies Act 1948, s 332(1). **Re Gerald Cooper Chemicals Ltd** [1978] 2 49, ChD.

Insurance company—

Generally. *See* Insurance company—Winding-up, *ante*.

COMPANY (cont)

Winding-up (cont)—

Preferential payments—

Taxes—Distress levied but not completed before commencement of winding—up—Voluntary winding—up—Crown distraining on goods of company for unpaid taxes—Company going into creditors' voluntary winding—up before completion of distress by sale of goods—Whether Crown entitled to retain benefit of distress or to rank *pari passu* with other preferential creditors—Whether court should exercise discretion to stay further proceedings on the distress. **Herbert Berry Associates Ltd v Inland Revenue Comrs** [1978] 1 161, HL

Voluntary winding-up. *See* Voluntary winding-up, *ante*

COMPELLABILITY

Witness—

Criminal proceedings. *See* Criminal evidence (Compellability as witness).

COMPENSATION

Compulsory purchase—

Generally. *See* Compulsory purchase

Housing Acts, under. *See* Housing (Compulsory purchase—Compensation).

Crime. *See* Criminal law (Compensation).

Employment—

British Transport Commission—

Transferred undertaking—Compensation to employee. *See* British Transport Commission (Transferred undertaking—Compensation to employee).

Loss of employment—

Local government officer. *See* Local government (Officer—Compensation for loss of employment).

Unfair dismissal. *See* Unfair dismissal (Compensation).

COMPETITIVE BIDDING

Mock auction. *See* Criminal law (Mock auction—Competitive bidding).

COMPLETION

Notice—

Sale of land. *See* Sale of land (Notice to complete).

Sale of land—

Notice to complete. *See* Sale of land (Notice to complete).

COMPROMISE

Trustee. *See* Trust and trustee (Powers of trustee—Compromise).

COMPTROLLER-GENERAL OF PATENTS, DESIGNS AND TRADE MARKS

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Appeal from Comptroller-General. *See* Patent (Patents Court—Appeal from Comptroller-General of Patents, Designs and Trade Marks).

COMPULSORY PURCHASE

Compensation—

Assessment—

Matters to be disregarded—Depreciation of value of land attributable to indication that land to be compulsorily acquired—Attributable to indication—County development plan in 1951 indicating that road to be built over a strip of land forming part of a larger area of land owned by claimant—Indication that road to be built subsequently given at various planning inquiries concerning claimant's land—In consequence of indication claimant developing land on either side of strip so that houses faced onto proposed road—Plan for road abandoned in 1961—Claimant's application for permission to develop strip by the erection of houses refused because residents of houses fronting strip objecting to loss of amenity of facing onto open land—Because of refusal of permission strip of land incapable of beneficial use—Claimant requiring local authority to purchase land—Whether depreciation of value of land because of refusal of planning permission to be disregarded—Whether depreciation 'attributable to... indication' that land was to be acquired for purpose of road—Land Compensation Act 1961, s 9. **Jelson Ltd v Blaby District Council** [1978] 1 548, CA.

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COMPULSORY WINDING-UP

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CONFLICT OF LAWS

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Proper law of contract—

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Foreign chattels—

Conversion of chattels in foreign currency—

Jurisdiction of English courts to entertain action for conversion of chattels in foreign country—Dispossessed owners of chattels in Cyprus bringing action in England for conspiracy to effect trespasses to chattels in Cyprus—Sufficient facts alleged to support claim in conversion—Whether jurisdiction to entertain action. **Hesperides Hotels Ltd v Muftizade** [1978] 2 1168, HL.

Inspection—

Jurisdiction to order inspection. *See* **Jurisdiction**—Title to foreign immovables—Equitable jurisdiction in personam—Flat in Paris used to store goods to defraud creditors—Application by defrauded creditors for order for inspection of flat, *post*.

Foreign government—

Recognition—

Law as declared by foreign government—Foreign government not recognised by United Kingdom government as *de jure* or *de facto* government—Administration controlling northern Cyprus—Occupation of plaintiffs' hotels lawful and not trespass according to laws made by administration—Plaintiffs bringing action in England for conspiracy in England to effect trespass to hotels and their contents—Whether claim justiciable in England when trespass not actionable in foreign territory. **Hesperides Hotels Ltd v Aegean Turkish Holidays Ltd** [1978] 1 277, CA.

Foreign judgment—

Registration in England—

Judgment unenforceable in country of original court—Formal defect in judgment—Judgment liable to be set aside on appeal—Judgment in default obtained against English company in French court—French judgment failing to comply with formal requirements of French Code of Civil Procedure—Whether judgment could 'be enforced by execution' in France—Whether judgment registrable in England—Foreign Judgments (Reciprocal Enforcement) Act 1933, s 2(1)(b). **SA Consortium General Textiles v Sun & Sand Agencies** [1978] 2 339, CA.

Jurisdiction of foreign court—Agreement by defendant to submit to jurisdiction—English defendant—French company threatening to bring claim against English company in England for contract debt—English company's solicitor suggesting that under terms of contract French court had jurisdiction—French company bringing claim in French court and obtaining judgment by default—Whether English company had 'agreed...to submit to the jurisdiction of' the French court—Foreign Judgments (Reciprocal Enforcement) Act 1933, s 4(2)(a)(iii). **SA Consortium General Textiles v Sun & Sand Agencies** [1978] 2 339, CA.

Jurisdiction of foreign court—Submission by defendant to jurisdiction by voluntarily appearing in proceedings otherwise than for purpose of protecting property or contesting jurisdiction—Appeal by defendant—Judgment obtained against defendant by default—Defendant giving notice of appeal against judgment—Notice of appeal not denying jurisdiction of court—Whether defendant had 'submitted to the jurisdiction of [the foreign] court by voluntarily appearing in the proceedings otherwise than for the purpose of...contesting the jurisdiction of that court'—Foreign Judgments (Reciprocal Enforcement) Act 1933, s 4(2)(a)(i). **SA Consortium General Textiles v Sun & Sand Agencies** [1978] 2 339, CA.

Sum of money payable thereunder not being a sum payable in respect of taxes or of a fine or other penalty—Fine or other penalty—Damages for unreasonable resistance to claim—French proceedings—Resistance abusive—Head of damage intended to compensate plaintiff for such matters as loss of use of capital—Judgment obtained against English company in France for damages for resistance abusive in resisting a plain claim—Whether damages for resistance abusive constituting a 'fine or other penalty'—Whether enforcement contrary to public policy—Whether judgment registrable in England—Foreign Judgments (Reciprocal Enforcement) Act 1933, ss 1(2)(b), 4(1)(a)(v). **SA Consortium General Textiles v Sun & Sand Agencies Ltd** [1978] 2 339, CA.

CONFLICT OF LAWS (cont)

Foreign land—

Inspection—

Jurisdiction to order inspection. *See* Jurisdiction—Title to foreign immovables—Equitable jurisdiction in personam—Flat in Paris used to store goods to defraud creditors—Application by defrauded creditors for order for inspection of flat, *post*.

Trespass to foreign land—

Jurisdiction of English courts to entertain action for trespass to foreign land—Action framed as claim for conspiracy in England to effect trespass to foreign land—Whether jurisdiction to entertain action. *Hesperides Hotels Ltd v Muftizade* [1978] 2 1168, HL.

Foreign state —

Immunity from suit. *See* Constitutional law (Foreign sovereign state — Immunity from suit).

Foreign tribunal—

Evidence. *See* Evidence (Foreign tribunal).

Income tax—

Foreign possessions. *See* Income tax (Foreign possessions).

Jurisdiction—

Title to foreign immovables—

Equitable jurisdiction in personam—Flat in Paris used to store goods to defraud creditors—Application by defrauded creditors for order for inspection of flat—Whether equity between creditor and owner of flat—Whether application should be granted. *Cook Industries Incorporated v Galliher* [1978] 3 945, ChD.

Passing off—

Trade name—

Business carried on abroad but not in England. *See* Passing off (Trade name—Business carried on abroad but not in England).

Service out of the jurisdiction. *See* Practice (Service out of the jurisdiction).

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Foreign cause of action. *See* Practice (Stay of proceedings — Foreign cause of action).

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Lease —Consideration consisting of rent. *See* Stamp duty (Lease or tack —Consideration consisting of rent).

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CONSTITUTIONAL LAW

Foreign sovereign state —

Immunity from suit —

Exceptions —Commercial transaction —Admiralty —Action in rem —Ship owned by foreign state —Ship in possession of third party —Ship used by third party for commercial purposes —Ship delivering cargo from Cuba to Chile pursuant to contract —Diplomatic relations between Cuba and Chile severed —Ship diverted from Chile and cargo disposed of elsewhere on Cuban government orders —Actions in rem against ship brought by cargo owners in respect of non-delivery of cargo —Whether Republic of Cuba entitled to claim immunity from suit. *I Congreso del Partido* [1978] 1 1169, QBD.

Impleading foreign sovereign state —Shipping —Claim by foreign sovereign state to ownership of, or interest in, ship —Ordinary trading ship —Evidence of interest of foreign sovereign state needed before proceedings stayed. *I Congreso del Partido* [1978] 1 1169, QBD.

Human rights and freedoms—

Trinidad and Tobago. *See* Trinidad and Tobago (Constitutional law—Human rights and freedoms).

Trinidad and Tobago *See* Trinidad and Tobago (Constitutional law).

CONSTRUCTION

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Master and servant—

Restraint of trade. *See* Restraint of trade by agreement (Master and servant —Construction of covenant).

Restrictive covenant affecting land. *See* Restrictive covenant affecting land (Construction of covenant).

Indemnity clause. *See* Indemnity (Construction of indemnity clause).

Statute. *See* Statute (Construction).

CONSTRUCTION (cont)

Will —

Generally. *See* **Will** (Construction).**CONSTRUCTIVE DISMISSAL**Unfair dismissal. *See* **Unfair dismissal** (Constructive dismissal).**CONSULTATION**

Redundancy—

Employer's duty to consult appropriate trade union. *See* **Redundancy** (Employer's duty to consult appropriate trade union).**CONTEMPT OF COURT**

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Litigant in person—Chancery Division—Whether litigant in person entitled to make application—Whether necessary for application to be made by a barrister—RSC Ord 52, r 4. *Bevan v Hastings Jones* [1978] 1 479, ChD.

Publications concerning legal proceedings—

Court—

Inferior court—Local valuation court—Defendants proposing to broadcast television programme on issue pending before local valuation court—Plaintiff's seeking injunction to restrain broadcast—Whether local valuation court 'an inferior court'—Whether comment on issue pending before local valuation court contempt of court—General Rate Act 1967, s 88—RSC Ord 52, r 1(2)(a)(iii). *Attorney-General v British Broadcasting Corp'n* [1978] 2 731, QBD.

Disclosure of identity of witness—

Court ruling identity of witness not to be disclosed—Ruling given for reasons of national security—Newspaper publishing witness's name. *See* **Witness**—Disclosure of identity—Justices in committal proceedings ruling identity of witness not to be disclosed—Ruling given for reasons of national security—Witness permitted to write down name—No formal direction or order made by justices—Newspapers publishing witness's name after committal proceedings, *post*.

Witness—

Disclosure of identity—

Justices in committal proceedings ruling identity of witness not to be disclosed—Ruling given for reasons of national security—Witness permitted to write down name—No formal direction or order made by justices—Newspapers publishing witness's name after committal proceedings—Whether contempt—Whether justices entitled to rule identity not to be disclosed—Whether formal proof of evidence justifying nondisclosure required—Whether ruling intended to be mandatory or merely a request not to publish witness's name—Whether ruling amounting to 'excluding' public from part of hearing—Official Secrets Act 1920, s 8(4). *Attorney-General v Leveller Magazine Ltd* [1978] 3 731, QBD.**CONTINGENT INTEREST**Settlement. *See* **Settlement** (Contingent interest).**CONTINUOUS EMPLOYMENT***See* **Employment** (Continuity).**CONTRACT**Anticipatory breach. *See* **Repudiation**—Anticipatory breach, *post*.

Breach—

Damages. *See* **Damages** for breach, *post*.Fundamental breach. *See* **Fundamental breach**, *post*.

Inducement to commit breach of contract—

Tort. *See* **Tort** (Inducement to commit breach of contract).Service. *See* **Master and servant** (Contract of service—Breach of contract).

Threat—

Duress—Economic duress by threat to break contract. *See* **Duress**—Economic duress—Economic duress by threat to break contract).Warranty. *See* **Warranty**—Breach, *post*.

Consideration—

Performance of contractual duty—

Performance of existing contractual duty—Contract to build ship—Builders contracting to open letter of credit as security for repayment of instalments of price if they failed to perform contract—Currency of contract devalued—Builders claiming increased price to cover devaluation—Owners agreeing to pay increased price—Builders agreeing to increase letter of credit to correspond with increased price—Owners claiming return of excess over original contract price—Whether sufficient consideration for agreement to pay increased price—Whether promise by builders to fulfil existing contractual duty to build ship good consideration—Whether their promise to increase letter of credit good consideration or merely fulfilment of existing contractual duty. *North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd* [1978] 3 1170, QBD.

Construction—

Indemnity clause. *See* **Indemnity** (Construction of indemnity clause).

CONTRACT (cont)

Construction (cont)—

Warranty—

Fitness of house for habitation—Warranty by property developers that house built in efficient and workmanlike manner and of proper materials and so as to be fit for habitation—Foundations of house and bricks and mortar properly constructed—House liable to collapse at any time owing to defective support from adjoining land—Defect discoverable before house built—Whether property developers liable for breach of warranty—Whether house built 'so as to be fit for habitation'. *Batty v Metropolitan Property Realizations Ltd* [1978] 2 445, CA.

Contract of service—

Generally. *See* **Master and servant** (Contract of service).

Damages for breach—

Anticipatory breach—

Sale of goods—Contract not fixing time for delivery—Repudiation—Date at which damages should be assessed—Date of repudiation or date when goods should have been delivered—Contract for sale of yarn—Delivery to be by instalments as demanded by buyers on giving reasonable notice—One month constituting reasonable notice—Failure to deliver adequate quantities—Repudiation of contract by sellers—Buyers not accepting repudiation—No further demands for delivery by buyers—Buyers subsequently issuing writ claiming damages—Whether damages to be assessed by reference to market price at date of repudiation of contract or at date when goods ought to have been delivered—Whether absence of evidence as to market price at date when goods ought to have been delivered amounting to failure to prove any loss—Sale of Goods Ordinance (Hong Kong), s 53(3). *Tai Hing Cotton Mill Ltd v Kamsing Knitting Factory* [1978] 1 515, PC.

Date at which damages assessed—

Date of breach or date of hearing—Covenant to erect boundary wall on covenantor's land—Covenant not specifically enforceable—Damages to be assessed at date of hearing unless plaintiff ought reasonably to have mitigated loss by seeking alternative performance at an earlier date. *Radford v De Froberville* [1978] 1 33, ChD.

Foreign currency—

Arbitration award. *See* **Arbitration** (Award—Foreign currency—Damages—Breach of contract).

Foreseeable consequence of breach—

Remoteness of damage. *See* **Damages** for breach—Remoteness of damage, *post*.

Test whether loss recoverable—Loss recoverable if at date of contract within parties' contemplation that a serious possibility exists that the type of loss in fact sustained would occur—Quantum of loss greater than contemplated by parties—Whole loss recoverable provided type of loss contemplated—Serious possibility of loss—Ascertainment—Question of fact and application of common sense to particular circumstances—Breach of implied warranty that goods would be fit for the purpose for which they were required—Sale of bulk food storage hopper—Hopper required for storage of pig nuts to feed plaintiffs' top grade herd of pigs—Hopper installed with ventilator closed—Nuts stored in hopper becoming mouldy because of lack of ventilation—Plaintiffs' pigs suffering rare infection from eating mouldy nuts—Large number of pigs dying and others becoming sick—Whether loss sustained by death and sickness of pigs recoverable loss—Whether distinction between physical loss and economic loss — Whether occurrence of infection within parties' contemplation as a serious possibility in the event of breach of the warranty — Whether loss of profit from future sale of pigs recoverable — Sale of Goods Act 1893, ss 14(1), 53(2). *H Parsons (Livestock) Ltd v Uttley Ingham & Co Ltd* [1978] 1 525, CA.

Injury to land—

Breach of covenant to carry out works on adjoining land—Loss of amenity to plaintiff's land—Cost of carrying out necessary works on plaintiff's land exceeding diminution in market value resulting from breach of covenant—Covenant by purchaser of land to build boundary wall on land for benefit of vendor's adjoining land—Wall to be boundary wall between covenantor's and covenantee's land—Covenant specifying dimensions of and materials for wall—Covenantee not reserving right to enter covenantor's land to erect wall himself—Covenantor failing to erect wall—Failure to erect wall not causing significant diminution in value of covenantee's land—Whether measure of damages cost to covenantee of erecting wall of contract specification on his own land or amount of diminution in value of covenantee's land through the absence of a wall—Whether damages limited to cost of erecting cheapest reasonable substitute for wall specified in contract. *Radford v De Froberville* [1978] 1 33, ChD.

Misrepresentation. *See* **Misrepresentation** (Damages).

Mitigation of loss —

Generally. *See* **Damages** (Mitigation of loss).

Sale of land. *See* **Sale of land** (Damages for breach of contract).

Summary judgment—

No defence to part of claim. *See* **Practice** (Summary judgment—No defence to part of claim—Damages for breach of contract).

Tort—

Power of court to enter judgment for damages for breach of contract and tort. *See* **Damages** (Contract and tort—Power of court to enter judgment for damages for breach of contract and tort).

Wrongful dismissal—

Mitigation of loss—Employee dismissed without notice—Employee immediately finding other employment and not suffering any loss of salary—Whether employee entitled to claim salary in lieu of minimum period of notice—Whether loss suffered by employee mitigated by finding other employment immediately—Contracts of Employment Act 1972, s 1(1). *Secretary of State for Employment v Wilson* [1978] 3 137, EAT.

Duration of contract. *See* **Time**—Duration of contract, *post*.

CONTRACT (cont)

Duress—

Economic duress—

Economic duress by threat to break contract—Contract to build ship—Contract fixing price for ship—Currency of contract devalued—Builders claiming increased price to cover devaluation—Builders threatening to terminate contract unless owners agreed to increased price—Owners chartering ship to important client—Owners wishing to fulfil charter—Owners agreeing to pay increased price for ship—Agreement to pay increased price made without prejudice to owners' rights—Owners paying increased price and accepting delivery of ship without protest—Owners not intending to affirm agreement to pay increased price—Owners claiming return of excess over original price—Whether agreement to pay increased price voidable—Whether agreement entered into under economic duress—Whether owners affirming agreement. **North Ocean Shipping Co Ltd v Hyundai Construction Co Ltd** [1978] 3 1170, QBD.

Employment—

Generally. *See* **Master and servant** (Contract of service).

Enforceability—

Loan indexed-linked to foreign currency—

Repayment. *See* **Money** (Loan—Repayment of loan index-linked to foreign currency—Enforceability).

Exception clause—

Fundamental breach of contract—

Effect on exception clause. *See* **Fundamental breach**—Effect on exception clause.

Force majeure. *See* **Force majeure**.

Frustration—

Contract of service. *See* **Master and servant** (Contract of service—Frustration).

Force majeure. *See* **Force majeure**.

Funds not available—

Sale of land—Purchaser unable to complete because purchaser's bank not arranging transfer of funds in time. *See* **Sale of land** (Deposit—Forfeiture—Purchaser's failure to complete—Purchaser unable to complete because purchaser's bank not arranging transfer of funds in time—Vendor rescinding contract and forfeiting deposit—Purchaser able to complete 14 days after rescission—Purchaser claiming return of deposit—Whether contract frustrated by failure of purchaser's bank to transfer funds in time).

Fundamental breach—

Determination whether breach fundamental—

Destruction of subject-matter of contract—Defendants contracting to guard factory against fire but instead causing fire which destroyed factory—Whether causing fire fundamental breach of contract. **Photo Production Ltd v Securicor Transport Ltd** [1978] 3 146, CA.

Effect on exception clause—

Exclusion of applicability of exception clause—Destruction of subject-matter of contract—Defendants contracting to guard factory against fire but instead causing fire which destroyed factory—Whether fundamental breach of contract—Whether contract destroyed by breach—Whether defendants able to rely on exception clause to limit their liability. **Photo Production Ltd v Securicor Transport Ltd** [1978] 3 146, CA.

Hiring. *See* **Hire**.

Illegality —

Gaming —

Recovery of money won on a wager. *See* **Gaming** (Debt —Recovery of money won on a wager).

Public policy—

Loan index-linked to foreign currency—Repayment. *See* **Money** (Loan—Repayment of loan index-linked to foreign currency—Enforceability—Public policy).

Restraint of trade. *See* **Restraint of trade by agreement**.

Implied term —

Option to purchase. *See* **Option** (Option to purchase — Implied term).

Incorporation of terms—

Reference to general conditions obtainable on request—

Version of general conditions not specified—Contract between manufacturer and supplier of services—Contract subject to manufacturer's general conditions of contract—Contract stating that conditions were obtainable on request—Three versions of conditions—Particular version to be incorporated not specified—Whether general conditions incorporated into contract. **Smith v South Wales Switchgear Ltd** [1978] 1 18, HL.

Indemnity *See* **Indemnity**.

Land—

Sale of land—

Generally. *See* **Sale of land** (Contract).

Licence—

Contractual licence to occupy premises. *See* **Licence** (Licence to occupy premises—Contractual licence).

Loan—

Generally. *See* **Money** (Loan).

Master and servant. *See* **Master and servant** (Contract of employment).

Misrepresentation—

See **Misrepresentation** (Damages).

Mistake—

Common mistake—

Existence of mistake at date of contract—Belief of parties that planning permission available without restriction for use of premises as offices. *See* **Mistake** (Mistake of fact—Common mistake—Existence of mistake at date of contract—Belief of parties at date of contract that planning permission available without restriction for use of premises as offices).

CONTRACT (cont)

Notice to terminate—

Contract determinable by reasonable notice. *See* Time—Duration of contract—Determinable by reasonable notice, *post*.

Offer and acceptance—

Acceptance—

Unilateral contract—Offer by offeror to enter into written contract if offeree performed stipulated conditions—Whether offeror entitled to withdraw offer once offeree had embarked on performance of conditions. **Daulia Ltd v Four Millbank Nominees Ltd** [1978] 2 557, CA.

Option. *See* Option.

Proper law—

Service out of the jurisdiction—

Action on contract governed by English law. *See* Practice (Service out of the jurisdiction—Action on Contract governed by English law).

Relief against contractual terms—

Mortgage—

Redemption. *See* Mortgage (Redemption—Relief against contractual terms in mortgage transaction).

Repudiation—

Anticipatory breach—

Charterparty—Shipowners threatening to instruct master to withdraw from charterers right to sign bills of lading—Charterers treating owners' conduct as repudiation of charterparty—Whether owners' conduct anticipatory breach of charterparty—Whether repudiation justified. **Federal Commerce and Navigation Ltd v Molena Alpha Inc** [1978] 31066, CA.

Sale of goods—Damages—Contract not fixing time for delivery. *See* Damages for breach—Anticipatory breach—Sale of goods—Contract not fixing time for delivery — Repudiation, *ante*.

Contract of service—

Unilateral repudiation by employee. *See* Master and servant (Contract of service—Breach of contract—Unilateral repudiation of contract by servant).

Rescission—

Sale of land. *See* Sale of land (Rescission of contract).

Restraint of trade. *See* Restraint of trade by agreement.Sale of land. *See* Sale of land (Contract).

Service—

Capital gains tax—

Employer's rights under service agreement—Payment to employer by employee to secure release from service agreement. *See* Capital gains tax (Disposal of assets—Employer's rights under service agreement with employee—Payment to company by employee to secure release from service agreement).

Solicitor—

Action for negligence—

Cause of action *See* Solicitor (Negligence—Cause of action—Parallel claims in tort and contract).

Termination—

Reasonable notice—

Contract by water company to supply water at set rate to hospital. *See* Time—Duration of contract—Determinable by reasonable notice—Contract by water company to supply water at set rate to hospital, *post*.

Time—

Duration of contract—

Determinable by reasonable notice—Contract by water company to supply water at set rate to hospital—Contract expressed to continue 'at all times hereafter'—Inflation increasing normal water charges twentyfold since contract made—Whether water company entitled to terminate contract by reasonable notice—Whether contract to be construed in context of circumstances in which made. **Staffordshire Area Health Authority v South Staffordshire Waterworks Co** [1978] 3 769, CA.

Time of the essence—

Subsequent rescission of contract. *See* Sale of land (Rescission of contract—Rescission—Vendor making time essence of contract—Vendor 'rescinding' contract on purchaser's failure to complete).

Undue influence —

Equity. *See* Equity (Undue influence).

Warranty—

Breach—

Context in which warranty to be construed—Vendor selling fashion company in traded down state—Warranty by vendor in agreement for sale that there would be no 'material adverse change' in net assets of company prior to changeover 'allowing for normal trade fluctuations'—Both parties aware of general state of company but neither party knowing rate of continuing losses—Purchaser discovering significant reduction in assets on taking over—Reduction resulting from continuing losses—Whether in context of company's state reduction in assets a 'material' adverse change—Whether reduction a 'normal trade fluctuation'. **Levison v Farin** [1978] 2 1149, QBD.

Disclosure protecting party in breach of warranty—Vendor selling fashion company in traded down state because of designer's illness—Trading down of company and designer's illness disclosed to purchaser—Amount of continuing losses not known and therefore not disclosed—Agreement containing warranty that 'save as disclosed' there would be no material adverse change in net assets of company prior to completion date—Purchaser discovering significant reduction in net assets on taking over—Whether vendor liable for breach of warranty—Whether vendor protected by general disclosure of state of company and causes of future losses. **Levison v Farin** [1978] 2 1149, QBD.

CONTRACT (cont)

Warranty (cont)—

Construction. *See* Construction—Warranty, *ante*.

Speed warranty—

Time charterparty. *See* Shipping (Time charterparty—Speed warranty).

Writing—

Terms of employment. *See* Master and servant (Contract of service—Written particulars of terms of employment).**CONTROL**Ward of court. *See* Ward of court (Care and control).**CONTROL OF IMMIGRATION**Commonwealth citizens. *See* Commonwealth immigrant.**CONVERSION**

Auctioneer's liability—

Provisional bid—

Auctioneer effecting sale by private treaty—Car under hire-purchase entered for sale at auction—Seller having no title—Reserve price not reached—Auctioneers accepting provisional bid from highest bidder—Auctioneers arranging sale between higher bidder and seller—Sale completed by auctioneers under their conditions for sale under the hammer—Auctioneers using same documents as for sales under the hammer—Whether sale made by auctioneers or by private treaty between seller and highest bidder—Whether auctioneers liable in conversion to owners under hire-purchase agreement. *R H Willis and Son (a firm) v British Car Auctions Ltd* [1978] 2 392, CA.

Chattel—

Foreign chattel. *See* Conflict of laws (Foreign chattels—Conversion of chattels in foreign country).

Possession—

Right to immediate possession—

Hire-purchase owner—Hire-purchase agreement giving owner right to terminate hiring by notice on hirer committing any breach of agreement—Hirer in breach of agreement by instructing auctioneers to sell car—Hirer not disclosing to auctioneers that car subject to hire-purchase agreement—Sale of car by auctioneers to innocent third party—Owner, knowing nothing of sale, subsequently serving notice of default on hirer for failure to pay instalment—Owner learning of disappearance of hirer and car—Owner suing auctioneers for conversion—Whether action maintainable—Whether owner having at time of sale by auctioneer right to immediate possession of car—Whether hire-purchase agreement terminable only by notice. *Union Transport Finance Ltd v British Car Auctions Ltd* [1978] 2 385, CA.

CONVEYANCE

Gift inter vivos—

Mental capacity to make gift. *See* Gift (Inter vivos—Mental capacity to make gift).

Solicitor—

Costs. *See* Costs (Taxation—Solicitor—Non-contentious business—Fair and reasonable sum in circumstances—Factors to be considered—Conveyancing).**CONVICTION**

Appeal—

Generally. *See* Criminal law (Appeal).Lesser offence. *See* Indictment (Conviction of lesser offence).**COPYRIGHT**

Musical work—

Live performance—

Protection from bootlegging. *See* Practice (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion—Ex parte application—Jurisdiction to make order—Writ claiming injunctions to restrain defendant from producing and selling unauthorised recordings of live performances of musical works).

Performance of dramatic or musical works—

Knowing making record of performance without consent of performers—

Order to inspect unauthorised recordings. *See* Practice (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion—Ex parte application—Jurisdiction to make order—Writ claiming injunctions to restrain defendant from producing and selling unauthorised recordings of live performances of musical works).

Public performance—

Bootleg recordings—

Interlocutory injunction. *See* Practice (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion—Ex parte application—Jurisdiction to make order—Writ claiming injunctions to restrain defendant from producing and selling unauthorised recordings of live performances of musical works).

CORPORATION

Visitor—

Jurisdiction—

Dispute as to membership of corporation—University—Student alleging unlawful exclusion from university—Right of access claimed on basis of membership of university—Dispute a matter internal to university—Whether dispute within exclusive jurisdiction of visitor—Whether court having jurisdiction in matter. *Patel v University of Bradford Senate* [1978] 3 841, ChD.

CORROBORATION

Child—

Evidence. *See* **Criminal evidence** (Child—Corroboration).**COSTS**Arbitration. *See* **Arbitration** (Costs).

Compulsory winding-up—

Company. *See* **Company** (Compulsory winding-up—Costs).

Criminal cases —

Legal aid —

Taxation of costs. *See* **Legal aid** (Taxation of costs —Criminal proceedings).

Divorce—

Separation—

Five year separation. *See* **Divorce** (Separation—Five year separation—Divorce).House of Lords. *See* **House of Lords** (Costs).

Legal aid—

Unassisted person's costs out of legal aid fund. *See* **Legal aid** (Unassisted person's costs out of legal aid fund).

Security for costs —

Evidence in support of application —

Financial standing of controlling shareholder of plaintiff company —Affidavit of means sworn by shareholder in matrimonial proceedings —Public interest in disclosure of content of affidavit for purpose of application for security for costs against plaintiff company in action in Queen's Bench Division. *See* **Divorce** (Financial provision —Affidavit of means —Confidentiality —Public interest in disclosure of information —Disclosure of means encouraged by protection of confidentiality —Matrimonial proceedings against plaintiff in Family Division —Plaintiff ordered to swear affidavit of means —Company controlled by plaintiff bringing action in Queen's Bench Division —Defendant applying for security for costs).

Solicitor—

Generally. *See* **Solicitor** (Costs).

Taxation—

Compulsory winding-up of company. *See* **Company** (Compulsory winding-up—Costs—Taxation).

Criminal proceedings—

Legal aid. *See* **Legal aid** (Taxation of costs —Criminal proceedings).Legal aid. *See* **Legal aid** (Taxation of costs).

Solicitor—

Non-contentious business—Fair and reasonable sum in circumstances—Factors to be considered—Conveyancing—Value of the property—Application of regressive scale—Commercial property of substantial value—Transaction required to be completed within short period and if not so completed client losing transaction—Agreement for long lease of land and offices to be built thereon—Government department acquiring lease—Transaction worth £2m department agreeing to pay costs of transaction—Time not of the essence to government department—Method of assessing solicitor's remuneration—Relevance of nature of interest in property—Solicitors' Remuneration Order 1972 (SI 1972 No 1139), art 2. *Treasury Solicitor v Regester* [1978] 2 920, QBD.

Non-contentious business—Fair and reasonable sum in circumstances of numerous assets—Properties and shares—Method of assessing solicitor's remuneration—Rules of the Supreme Court (Non-Contentious Probate Costs) 1956 (SI 1956 No 552), r 1. *Maltby v D J Freeman & Co (a firm)* [1978] 2 913, ChD.

Taxation of costs —

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Criminal proceedings —Legal aid —Appeal to High Court against review. *See* **Legal aid** (Taxation of costs —Criminal proceedings —Appeal to High Court against review of taxation).

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Immunity—

Preliminary advice on matters connected with pending or contemplated litigation—Advice given negligently—Counsel instructed to advise on claim for damages and settle proceedings—Counsel advising and settling proceedings—Proceedings unsuccessful—Counsel sued for negligence in respect of advice given on claim, in settling proceedings and in advising during proceedings—Whether action for negligence lies against counsel in respect of preliminary advice given in connection with litigation—Whether proceedings should be struck out. *Saif Ali v Sydney Mitchell & Co (a firm)* [1978] 3 1033, HL.

COUNSEL (cont)

Professional misconduct—

Improper conduct—

Comment offensively critical of court—Advocate and solicitor of Singapore—Remarks made by advocate when court refused to re-open case—Advocate submitting opponent's case successful because court had accepted a false and dishonest case—Advocate remarking to court that it had 'set the seal on dishonesty'—Remark made after court had announced its decision—Remark not a submission seeking to persuade court to re-open case—Whether remark constituting improper conduct. *Hilborne v Law Society of Singapore* [1978] 2 757, PC.

COUNT

Severance of counts —

Generally. *See* **Indictment** (Count — Severance of counts).**COUNTERACTING**Tax advantage. *See* **Income tax** (Tax advantage—Counteracting).**COUNTER-STATEMENT**

Counteracting—

Commissioners' counter-statement. *See* **Income tax** (Tax advantage—Counteracting—Commissioners' counter-statement).**COUNTY COURT**

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Removal of proceedings to High Court. *See* **Adoption** (Practice—Removal of proceedings from county court to High Court).

Appeal—

Evidence—

Judge's notes of evidence—Counsel regarding notes incomplete or erroneous—Duty of counsel to agree on possible corrections—Duty of appellant to submit suggested corrections to judge. *Pitman v Southern Electricity Board* [1978] 3 901, CA.

House unfit for human habitation—

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Note of county court judgment—

Provision of note—Duty of counsel and solicitors. *Re Field (a debtor), ex parte the debtor v H & J Quick Ltd* [1978] 2 981, ChD.Bankruptcy. *See* **Bankruptcy**.

Default summons—

Time for service. *See* **Practice**—Service of summons—Time for service of default summons, *post*.

Divorce —

Financial provision —

Practice and procedure. *See* **Divorce** (Financial provision —Practice and procedure —County court).

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Injunction —

Exclusion of party from matrimonial home. *See* **Injunction** (Exclusion of party from matrimonial home — County court).

Husband and wife —

Domestic violence. *See* **Injunction** (Husband and wife —Domestic violence).Judge's notes of evidence. *See* **Appeal—Evidence—Judge's notes of evidence, ante**.

Jurisdiction—

Injunction—

Jurisdiction to grant injunction if claim for injunction ancillary to claim for specific relief—Plaintiffs alleging breach of restrictive covenant in contract and claiming £1 damages and injunction—Whether claim for injunction ancillary to claim for specific relief—Whether jurisdiction to grant injunction—County Courts Act 1959, s 74(1). *Hatt & Co (Bath) Ltd v Pearce* [1978] 2 474, CA.

Mobile home—

Term of agreement offered by site owner—Jurisdiction of county court judge to extend term. *See* **Mobile home** (Agreement offered by site owner to occupier of mobile home—Term of agreement offered by owner—Term of agreement to be not less than five years—Owner offering agreement for term of five years—Occupier applying to county court for longer term).

Land —

Summary proceedings for possession —

Suspension of possession order. *See* **Land** (Summary proceedings for possession — Suspension of possession order —County court).

Practice—

Divorce—

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Exemplary damages—

Need to plead claim for exemplary damages—Claim for exemplary damages required to be pleaded in High Court—No equivalent rule applying to county court—Whether claim for exemplary damages in county court required to be pleaded. *Drane v Evangelou* [1978] 2 437, CA.

COUNTY COURT (cont)

Practice (cont)—

Service of summons—

Time for service of default summons—Extension of time—Jurisdiction—Landlord and tenant—Business premises—Application for new tenancy—Service of application out of time—Time limit for service of default summons applicable—Whether time limit for service mandatory—Whether court having jurisdiction to extend time limit—CCR Ord 8, r 35, Ord 13, r 5, Ord 40, r 8(1)(1a). *Lewis v Wolking Properties Ltd* [1978] 1 427, CA.

Summary proceedings—

Possession of land—

Suspension of possession order. *See Land* (Summary proceedings for possession—Suspension of possession order—County court).

Time—

Service of default summons. *See Practice*—Service of summons—Time for service of default summons *ante*.

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Practice—

Documents to be lodged by appellant—

Duty of solicitor to lodge documents relevant only to issue on appeal—RSC Ord 59, r 9(1). *R (B M) v R (D N) (child : surname)* [1978] 2 33, CA.

Precedent. *See Precedent* (Court of Appeal).

Singapore. *See Singapore* (Court of Appeal).

Time for appeal—

Extension of time for appeal—

Discretion—Factors to be considered—Special circumstances—Overruling decision by superior court in an analogous case—Rent review clause in lease—Clause construed by judge—Subsequent decision by superior court showing construction of clause to be wrong—Whether decision by superior court constituting special circumstances for extending time for appeal—Whether unjust that parties' obligations under lease should be governed by erroneous decision of judge. *Property and Reversionary Investment Corpn Ltd v Templar* [1978] 2 433, CA.

COVENANT

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Covenant excluding tenant's right to serve counter-notice. *See Agricultural holding* (Notice to quit—Counter-notice—Exclusion of right to give counter-notice—Covenant by tenant in lease undertaking not 'in any event' to serve counter-notice).

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Damages—

Injury to land—Breach of covenant to carry out works on adjoining land. *See Contract* (Damages for breach—Injury to land—Breach of covenant to carry out works on adjoining land).

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Insurance—Duty to disclose facts which reasonable or prudent insurer might treat as material. *See* **Insurance** (Disclosure—Duty to disclose such facts as a reasonable or prudent insurer might treat as material).

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Accident insurance—

Exclusion of liability if injury resulting from insured's own criminal act. *See* **Insurance** (Accident insurance—Exception clause—Exclusion of liability if injury resulted from deliberate exposure to exceptional danger—Exclusion of liability if injury resulted from insured's own criminal act).

CRIMINAL EVIDENCE

Character of accused—

Evidence against co-accused—

Same offence—Evidence against other person charged with same offence—Accused and co-accused charged in separate counts of same indictment with causing death by dangerous driving—Particulars of offence in each count the same—Further particulars would have alleged offences which were factually different—Accused and co-accused could not have been jointly charged—Whether, accused and co-accused had been charged with same offence—Criminal Evidence Act 1898, s 1 (f) (iii). **Comr of Police for the Metropolis v Hills** [1978] 2 1105, HL.

Child—

Corroboration—

Sworn evidence of other child—Indecent assault on 11 year old boy—Victim's evidence corroborated by his 12 year old brother and 16 year old youth—Whether sufficient corroboration—Whether a particular age above which unnecessary for judge to warn of need for corroboration of witness's evidence. **R v Morgan** [1978] 3 13, CA.

Co-accused—

Evidence against co-accused—

Cross-examination as to previous convictions. *See* Character of accused—Evidence against co-accused—Cross-examination as to previous convictions, *ante*.

Committal for trial—

Evidence—

Evidence for defendant—Criminal libel. *See* **Criminal law** (Libel—Committal proceedings—Evidence for defendant).

Preliminary hearing before justices—

Evidence for the defence. *See* **Criminal law** (Committal—Preliminary hearing before justices—Evidence for the defence).

Compellability as witness—

Spouse as witness for prosecution—

Husband charged with crime of personal violence against wife—Wife called as witness for prosecution—Whether wife compellable witness against husband charged with a crime of violence against her. **Hoskyn v Comr of Police for the Metropolis** [1978] 2 136, HL.

Corroboration—

Child. *See* Child—Corroboration, *ante*.

Discretion not to admit evidence when unfair or oppressive to do so—

Illegally obtained evidence—

Discretion to exclude evidence to be exercised only in exceptional cases—Evidence obtained as a result of police searching premises illegally—Whether justifying exercise of discretion to exclude evidence. **Jeffrey v Black** [1978] 1 555, QBD.

Document—

Record relating to trade or business. *See* Record relating to trade or business, *post*.

Expert evidence—

Obscene publications—

Publication in interest of learning—Expert evidence that publication in interest of sex education. *See* **Criminal law** (Obscene publications—Defence of public good—Publication justified on ground that article is in interests of science, literature, art or learning or other objects of general concern—Interests of learning—Sex education—Whether sex education is in interests of learning—Whether interests of learning limited to products of scholarship—Whether expert evidence that publication is in interests of sex education admissible).

Fingerprints—

Place where fingerprints to be taken—

Justices' order to take fingerprints—Appellant on bail refusing to give fingerprints—Police obtaining justices' order to take fingerprints—Whether police entitled to take fingerprints at police station—Whether police required to take fingerprints at courthouse—Magistrates' Courts Act 1952, s 40(2). **R v Jones (Yvonne)** [1978] 3 1098, CA.

CRIMINAL EVIDENCE (cont)

Handwriting—

Comparison of handwriting—

Admissibility for comparison with disputed writing—Satisfaction of judge that writing to be admitted genuine—Standard of proof—Whether civil standard of proof—Whether sufficient if judge satisfied that writing is genuine—Criminal Procedure Act 1865, s 8. *R v Angeli* [1978] 3 950, CA.

Hearsay—

Record relating to trade or business. *See* Record relating to trade or business, *post*.

Records compiled in course of trade or business—

Statutory exception to rule against hearsay. *See* Record relating to trade or business, *post*.

Illegally obtained evidence—

Discretion not to admit evidence when unfair or oppressive to do so. *See* Discretion not to admit evidence when unfair or oppressive to do so—Illegally obtained evidence, *ante*.

Improper conduct of accused on other occasions—

Similar offences—

Probative value—Similar facts—Evidence required to go beyond showing tendency to commit crimes of kind charged—Question of admitting evidence only arising if evidence not explicable as coincidence—Arson—Accused charged with causing three fires at hotels where he worked and lived—Whether sufficient degree of similarity between fires to justify trial of charges in one indictment. *R v Mansfield* [1978] 1 134, CA.

Probative value—Similar facts —Test for admissibility of similar fact evidence —Probative value sufficiently positive to assist court in determining whether offence committed by accused —Corroborative capability —Admissibility not dependent on whether evidence capable of corroborating victim or accomplice —Corroborative capability a consequence of probative value. *R v Scarrott* [1978] 1 672, CA.

Medical evidence—

Diminished responsibility—

Murder. *See* Criminal law (Murder—Diminished responsibility—Medical evidence).

Obscene publication—

Expert evidence—

Publication in interest of learning—Expert evidence that publication in interest of sex education. *See* Criminal law (Obscene publications—Defence of public good—Publication justified on ground that article is in interests of science, literature, art or learning or other objects of general concern—Interests of learning—Sex education—Whether sex education is in interests of learning—Whether interests of learning limited to products of scholarship—Whether expert evidence that publication is in interests of sex education admissible).

Record relating to trade or business—

Record—

Relevance of degree of permanence of record—Documents prepared for purpose of single transaction—Bill of lading and cargo manifest relating to container shipped from overseas to United Kingdom—Whether documents admissible in evidence to prove theft from container—Criminal Evidence Act 1965, s 1(1)(a). *R v Jones* [1978] 2 718, CA.

Record prepared overseas—

Bill of lading and cargo manifest relating to container shipped from Hong Kong to United Kingdom—Documents prepared in Hong Kong—Theft from containers in United Kingdom—Whether documents admissible in evidence to prove contents of containers—Criminal Evidence Act 1965, s 1(1)(b). *R v Jones* [1978] 2 718, CA.

Trade or business—

Hospital—National health service hospital—Whether national health service hospital a 'business'—Whether medical record kept by national health service hospital admissible as 'business' record—Criminal Evidence Act 1965, s 1(1)(a)(4). *R v Crayden* [1978] 2 700, CA.

Similar facts —

Improper conduct of accused on other occasions —

Similar offences —Probative value. *See* Improper conduct of accused on other occasions —Similar offences —Probative value —Similar facts, *ante*.

Severance of counts. *See* Indictment (Count — Severance of counts — Similar facts — Counts founded on similar facts).

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Abortion—

Legal abortion. *See* Abortion (Legal abortion).

Accessory before the fact—

Knowledge—

Type of crime—Accused contemplating commission of one of a limited number of crimes by principal—Accused assisting principal—Principal committing crime contemplated by accused—Accused ignorant of actual crime committed or method of commission—Whether accused properly convicted of aiding and abetting. *Director of Public Prosecutions for Northern Ireland v Maxwell* [1978] 3 1140, HL.

Affray—

Overlapping offences—

Threatening, abusive or insulting words or behaviour. *See* Public order (Offensive conduct conducive to breaches of peace —Threatening, abusive or insulting words or behaviour —Overlapping offences —Affray).

Aiding and abetting—

Accessory before the fact. *See* Accessory before the fact, *ante*.

Mens rea—

Accessory before the fact. *See* Accessory before the fact—Knowledge, *ante*.

Appeal—

Application for leave to appeal. *See* Appeal—Leave to appeal—Application, *post*.

CRIMINAL LAW (cont)

Appeal (cont)—

Bail—

Crown Court. *See* Bail—Crown Court, *post*.

Fresh point—

Appeal to Privy Council. *See* Privy Council (Fresh point).

Leave—

Application—Application by solicitor on behalf of client—Solicitor having no express instructions to appeal—Whether solicitor having implied authority to appeal on behalf of client. **R v McCready** [1978] 3 967, CA.

Unsafe or unsatisfactory conviction—

Conviction induced by evidence on other charges which should never have been brought—Appellant charged with assault, dangerous driving and criminal damage—Prosecution leading evidence on assault and dangerous driving charges which would have been inadmissible on criminal damage charge—Appellant's convictions on assault and dangerous driving charges quashed on appeal—Whether conviction on criminal damage charge rendered unsafe or unsatisfactory. **R v Jones (Yvonne)** [1978] 3 1098, CA.

Attempt —

Pervverting course of justice. *See* Obstructing course of justice — Attempting to pervert course of justice, *post*.

Bail—

Crown Court—

Jurisdiction to grant bail—Person in custody pursuant to sentence imposed by magistrates' court and appealing against his sentence—In custody—Young person convicted by justices committed to care of local authority—Local authority placing him in assessment centre—Young person appealing to Crown Court and applying for bail pending determination of the appeal—Whether young person in care of local authority person 'in custody'—Whether court having jurisdiction to grant him bail—Children and Young Persons Act 1969, s(7)—Courts Act 1971, s 13(4) (b). **R v K** [1978] 1 180, Crown Ct.

Bankruptcy order—

Financial limit on jurisdiction to make order—

Aggregate of loss or damage from offences of which accused convicted and other relevant offences—Offences which the court takes into consideration in determining sentence—Prosecution proceeding on sample counts—List of outstanding offences of similar nature submitted to defendant—Defendant convicted on sample counts—Outstanding offences taken into consideration in passing sentence—Whether offences taken into consideration 'other relevant offences'—Whether court entitled to take account of loss or damage from outstanding offences in determining aggregate of loss or damage without defendant's consent—Powers of Criminal Courts Act 1973, s 39(1)(2). **Director of Public Prosecutions v Anderson** [1978] 2 512, HL.

Form of order—

Requirement that amount of loss or damage resulting from each offence be specified—Prosecution proceeding on sample counts—Whether sufficient to list other offences with dates and amount of loss or damage in schedule to order—Powers of Criminal Courts Act 1973, s 39(3)(a). **R v Anderson** [1978] 2 8, CA.

Blasphemy—

Blasphemous libel—

Ingredients of offence—Intent—Attack on Christianity—Poem describing acts of sodomy and fellatio with body of Christ—Whether attack on Christianity required to be proved—Whether subjective intent to attack Christianity required to be proved—Whether intent to provoke breach of the peace required to be proved. **R v Lemon** [1978] 3 175, CA.

Cheat —

Going equipped with articles for cheat. *See* Obtaining property by deception — Going equipped with articles for cheat, *post*.

Committal—

Preliminary hearing before justices—

Discharge of defendant on committal proceedings—Commencement of fresh proceedings in respect of same offence—Procedure—Defendant discharged on committal proceedings because adjournment of proceedings to enable prosecution to complete their case refused and no evidence offered by prosecution—Prosecution commencing fresh committal proceedings in respect of same offence—Whether examining justices having jurisdiction to hear fresh committal proceedings—Whether prosecution obliged to proceed by preferring voluntary bill of indictment. **R v Manchester City Stipendiary Magistrate, ex parte Snelson** [1978] 2 62, QBD.Evidence for the defence—Criminal libel. *See* Libel—Committal proceedings—Evidence for defendant, *post*.Evidence for the defence—Submission of no sufficient case at close of prosecution's case—Submission failing—Ruling that prosecution evidence establishing prima facie case—Whether defendant entitled to give evidence and call witnesses in attempt to persuade justices to reverse ruling and decision to commit—Whether justices entitled to commit defendant without allowing him to call his evidence—Magistrates' Courts Rules 1968 (SI 1968 No 1920), r 4(10). **R v Horseferry Road Magistrates' Court, ex parte Adams** [1978] 1 373, QBD.Joinder of two or more accused—Separate defendants alleged to have committed separate offences—Offences ones which could properly be tried together on indictment—Magistrate proceeding with concurrent committal proceedings against defendants despite their wish to have separate committal proceedings—Whether permissible. **R v Camberwell Green Justices, ex parte Christie** [1978] 2 377, QBD.Prerogative order—Magistrate refusing to allow cross-examination during committal proceedings—Whether mandamus would issue directing magistrate to allow cross-examination—Whether prerogative order would issue to control part-heard committal proceedings. **R v Wells Street Stipendiary Magistrate, ex parte Seillon** [1978] 3 257, QBD.

CRIMINAL LAW (cont)

- Conspiracy—
 - Impossible offence—
 - Belief of accused that course of conduct agreed on constitutes offence—Course of conduct incapable of resulting in commission of offence—Agreement by accused to produce cocaine from quantity of powder—Unknown to accused powder not containing cocaine—Whether accused guilty of conspiracy to produce controlled drug—Misuse of Drugs Act 1971, s. 4. **Director of Public Prosecutions v Nock** [1978] 2 654, HL.
- Conviction—
 - Conviction of lesser offence. *See* **Indictment** (Conviction of lesser offence).
- Criminal libel. *See* **Libel, post**.
- Dangerous drugs. *See* **Drugs** (Dangerous drugs).
- Evidence. *See* **Criminal evidence**.
- False allegation to police —
 - Obstructing course of justice. *See* **Obstructing course of justice — False allegation to police, post**.
- Firearms. *See* **Firearms**.
- Forgery—
 - Search warrant—
 - Police—Forged documents or instruments. *See* **Police** (Search warrant—Forged documents or instruments).
- Furnishing false information—
 - Falsifying document made or required for accounting purposes—
 - False in a material particular—Material particular—Statement in hire-purchase agreement produced to finance company that hirer had been a company director for eight years—Statement false—Finance company lending money for transaction—Whether hire-purchase agreement 'false...in a material particular'—Whether false 'in a material particular' relating directly to accounting purpose—Whether evidence that information a material particular required to be adduced—Theft Act 1968, s. 17(1) (b). **R v Mallett** [1978] 3 10, CA.
- Going equipped with articles for cheat. *See* **Obtaining property by deception — Going equipped with articles for cheat, post**.
- Grievous bodily harm—
 - Unlawful wounding—
 - Excluded from grievous bodily harm. *See* **Indictment** (Conviction of lesser offence—Causing grievous bodily harm with intent—Particulars of way grievous bodily harm caused not specified—Whether open to court to accept plea to and verdict of unlawful wounding—Whether indictment amounting to or including expressly or by implication allegation of unlawful wounding).
- Impossible offence—
 - Conspiracy. *See* **Conspiracy—Impossible offence, ante**.
- Indictment. *See* **Indictment**.
- Insulting behaviour —
 - Offensive conduct conducive to breaches of peace —
 - Public order. *See* **Public order** (Offensive conduct conducive to breaches of peace — Threatening, abusive or insulting words or behaviour).
- Intention—
 - Blasphemous libel. *See* **Blasphemy—Blasphemous libel—Ingredients of offence-intent, ante**.
 - Theft—
 - Electricity—Belief that use of electricity not dishonest—Intention to pay for electricity used. *See* **Theft—Electricity—Dishonestly using electricity without due authority—Dishonestly—Belief of user of electricity—Belief that use of electricity not dishonest—Intention to pay for electricity used, post**.
 - Travelling on railway with intent to avoid payment of fare. *See* **Railway** (Offence—Travelling on railway with intent to avoid payment of fare).
- Jury. *See* **Jury**.
- Kidnapping—
 - Ingredients of crime—
 - Deprivation of liberty and carrying away from place where victim wants to be—Whether necessary to prove victim carried to place where abductor intended to carry him. **R v Wellard** [1978] 3 161, CA.
- Knowledge—
 - Accessory before the fact. *See* **Accessory before the fact—Knowledge, ante**.
- Leave to appeal *See* **Appeal—Leave to appeal, ante**.
- Libel—
 - Committal proceedings—
 - Evidence for defendant—Evidence of general reputation of person alleged to be libelled—Whether jurisdiction to receive evidence. **R v Wells Street Stipendiary Magistrate, ex parte Deakin** [1978] 3 252, QBD.
- Mens rea—
 - Accessory before the fact. *See* **Accessory before the fact—Knowledge, ante**.
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 - Competitive bidding—
 - Article offered at specific price—Prospective purchasers invited to raise hands—Purchaser selected at random from those raising hands—Article sold to purchaser at lower price—Whether sale by 'competitive bidding'—Whether offence of holding mock auction committed—Mock Auctions Act 1961, ss. 1(3), 3(1). **Allen v Simmons** [1978] 3 662, QBD.
 - Articles offered at fraction of their value—Number of lots offered less than number of prospective purchasers—Prospective purchasers restricted to those who had previously competed for purchase of other articles—Whether sale by 'competitive bidding'—Whether offence of holding mock auction committed—Mock Auctions Act 1961, ss. 1(3), 3(1). **Clements v Rydeheard** [1978] 3 658, QBD.

CRIMINAL LAW (cont)**Murder—****Diminished responsibility—**

Medical evidence—Evidence of abnormality of mind not challenged—Jury entitled to have regard to quality and weight of medical evidence and to consider it in light of the other evidence—Psychiatrist giving evidence that accused suffering from mental abnormality due to extremely immature personality—Psychiatrist's opinion as to accused's state of mind expressed in terms which satisfied statutory definition of diminished responsibility—Jury returning verdict of murder—Whether judge ought to have directed jury that defence of diminished responsibility was established—Whether verdict unreasonable and against weight of evidence—Offences against the Person Act 1868 (Barbados), s 3A(1), (as added by the Offences against the Person (Amendment) Act 1973). **Walton v The Queen** [1978] 1 542, PC.

Provocation—

Self-control of reasonable man—Reasonable man—Ordinary person of same sex and age as accused and sharing such of accused's characteristics as would affect gravity of provocation to him—Unusual characteristics of accused—Age—Young person—Whether proper to direct jury to ignore accused's age for purpose of determining whether reasonable man would have acted as accused had done—Homicide Act 1957, s 3. **Director of Public Prosecutions v Camplin** [1978] 2 168, HL.

Obscene publications—**Defence of public good—**

Publication justified on ground that article in interests of science, literature, art or learning or other objects of general concern—Interests of learning—Sex education—Whether sex education is in interests of learning—Whether interests of learning limited to products of scholarship—Whether expert evidence that publication is in interests of sex education admissible—Obscene Publications Act 1959, s 4(1). **Attorney-General's Reference (No 3 of 1977)** [1978] 3 1166, CA.

Importation—

Application of EEC Treaty—Municipal law no longer applicable. *See* **European Economic Community** (Treaty provisions—Direct application in member states—Municipal law no longer applicable—Prohibition on imports—Person importing obscene goods from member state of EEC contrary to United Kingdom customs legislation).

Obstructing constable in execution of duty—**Arrest without warrant—**

Common law power of arrest. *See* **Arrest** (Arrest without warrant—Constable—Common law power of arrest—Power to arrest without warrant for obstruction of police officer in execution of duty).

Wilful obstruction—

Constable acting unreasonably. *See* **Arrest** (Arrest without warrant—Constable—Common law power of arrest—Power to arrest without warrant for obstruction of police officer in execution of duty—Police officer attempting to seize from plaintiff ring alleged to be stolen—Plaintiff refusing to give up ring unless receipt given—Police officer refusing to give receipt—Police officer arresting plaintiff for wilfully obstructing him in execution of his duty).

Obstructing course of justice—**Attempting to pervert course of justice—**

Attempt—Substantive offence —Series of separate acts constituting alleged attempt —Whether attempting to pervert course of justice a substantive offence —Whether series of separate acts constituting a single substantive offence or separate offences of attempt. **R v Rowell** [1978] 1 665, CA.

Common law offence—

No element of conspiracy—Acts alleged to constitute offence carried out by individual acting on his own —Whether combination of two or more individuals essential element of offence. **R v Rowell** [1978] 1 665, CA.

False allegation to police—

Allegation of criminal conduct by another person—Conduct having effect of diverting efforts of police and wasting their time —Whether conduct capable of constituting offence of attempting to pervert course of justice. **R v Rowell** [1978] 1 665, CA.

Obtaining property by deception—**Going equipped with articles for cheat—**

Need to prove that deception would have been practised on person from whom property to be obtained—Employee dishonestly intending to sell own articles as property of employer —Hotel wine waiter intending to substitute own wine for hotel wine —Intention to pocket proceeds of sale of wine —Whether facts sufficient to establish necessary causal connection between deception practised on customers and the obtaining of the proceeds of sale of wine —Theft Act 1968, ss 15, 25(1)(5). **R v Doukas** [1978] 1 1061, CA.

Offence—**Classification—**

Distribution of court business—Crown Court. *See* **Crown Court** (Distribution of court business—Classification of offences).

Particulars—

Unspecified particulars. *See* **Indictment** (Conviction of lesser offence—Causing grievous bodily harm with intent—Particulars of way grievous bodily harm caused not specified—Whether open to court to accept plea to and verdict of unlawful wounding).

Offensive conduct conducive to breaches of peace. *See* **Public order (Offensive conduct conducive to breaches of peace).****Overlapping offences —****Public order —**

Threatening, abusive or insulting words or behaviour. *See* **Public order** (Offensive conduct conducive to breaches of peace —Threatening, abusive or insulting words or behaviour —Overlapping offences).

Plea. *See* **Trial—Plea, *post*.**

CRIMINAL LAW (cont)

- Pre-trial review—
 - Plea-bargaining. *See* Trial—Plea—Plea-bargaining—Pre-trial review, *post*.
- Prosecution—
 - Speeches. *See* Trial—Speeches—Prosecution, *post*.
- Provocation —
 - Murder. *See* Murder — Provocation, *ante*.
- Public order —
 - Generally. *See* **Public order**.
- Railway offences. *See* **Railway (Offence)**.
- Sanctions relating to Southern Rhodesia—
 - Emigration—
 - Prohibition of soliciting or encouraging members of the public generally or any particular class of the public to emigrate—Members of the public generally—Defendant contacting individual members of general public—Whether 'member of the public generally' including a member of the public—Southern Rhodesia (United Nations Sanctions) (No 2) Order 1968 (SI 1968 No 1020), art 14(1)(b). **Attorney-General's Reference (No 2 of 1977)** [1978] 2 646, CA.
- Sentence. *See* **Sentence**.
- Soliciting for immoral purposes —
 - Immoral purposes —
 - Homosexual acts in private between consenting adults —Acts no longer classed as criminal —Whether importuning person to take part in such acts importuning for 'immoral purposes' —Sexual Offences Act 1956, s 32 —Sexual Offences Act 1967, s 1(1). **R v Ford** [1978] 1 1129, CA.
- Theft—
 - Dishonestly—
 - Intention to pay—Using electricity without authority—Belief that use not dishonest. *See* Theft—Electricity—Dishonestly using electricity without due authority—Dishonestly—Belief of user of electricity—Belief that use of electricity not dishonest—Intention to pay for electricity used, *post*.
 - Electricity—
 - Dishonestly using electricity without due authority—Dishonestly—Belief of user of electricity—Belief that use of electricity not dishonest—Intention to pay for electricity used—Supply disconnected because of failure to pay account—Defendant reconnecting supply without board's authority—Defendant notifying board of intention to reconnect—Reconnection effected to enable use of electricity to be recorded on meter—Whether connection of supply dishonest use of electricity—Theft Act 1968, s 13. **Boggeln v Williams** [1978] 2 1061, QBD.
- Trial—
 - Bankruptcy order. *See* Bankruptcy order, *ante*.
 - Chambers—
 - Discussion between judge and counsel in chambers—Judge seeking assistance of counsel as to how to put difficult case to jury—Proper course to consider question in open court.**R v Ashton-Rickardt** [1978] 1 173, CA.
 - Direction to jury—
 - Generally. *See* **Jury** (Direction to jury).
 - Indictment. *See* **Indictment**.
 - Judge—
 - Mode of address. *See* **Judge** (Circuit judge—Deputy circuit judge—Recorder—Mode of address).
 - Pressure on jury to agree. *See* **Jury** (Direction to jury—Pressure on jury to agree).
 - No case to answer—
 - Right to make submission—Submission by accused at end of Crown's case that it would be unsafe to convict on evidence adduced by Crown and that case should be withdrawn from jury—Refusal of judge to entertain submission—Whether established practice that submission should be made—Whether counsel entitled to make submission. **R v Mansfield** [1978] 1 134, CA.
 - Other offences taken into consideration—
 - Application—Admission of other offences—Procedure to be followed for obtaining accused's consent to other offences being taken into consideration—Accused himself must give express and unequivocal assent. **Director of Public Prosecutions v Anderson** [1978] 2 512, HL.
 - Plea—
 - Guilty—Withdrawal of plea. *See* Trial—Plea—Withdrawal of plea of guilty, *post*.
 - Plea-bargaining—Pre-trial review—Judge suggesting to counsel during pre-trial review that plea of guilty would result in non-custodial sentence—Judge emphasising that such plea to be made only if accused guilty—Accused pleading not guilty—Accused convicted and given custodial sentence—Whether judge's suggestion amounted to plea-bargaining—Whether sentence proper. **R v Atkinson (Leslie)** [1978] 2 460, CA.
 - Withdrawal of plea of guilty—Plea in unequivocal terms—Defendant represented by solicitor—Solicitor acting under mistaken belief that offence was absolute—Whether solicitor's mistake made plea equivocal—Whether justices had discretion to invite change of plea when defendant legally represented. **P Foster (Haulage) Ltd v Roberts** [1978] 2 751, QBD.
 - Speeches—
 - Prosecution—Closing speech—Defendant represented by counsel—Defendant giving no evidence and calling none—Right of prosecution to make closing speech. **R v Bryant** [1978] 2 689, CA.
 - Prosecution—Defendants jointly charged—Only one defendant giving or calling evidence—Evidence assisting defence of other defendants—Right of prosecution in closing speech to comment on effect of evidence on cases of other defendants. **R v Bryant** [1978] 2 689, CA.

CRIMINAL LAW (cont)

Trial (cont)—

Summing-up—

Presentation of case for prosecution—Judge not following the case as presented by the Crown —No obligation on judge to follow exactly and precisely form in which prosecution case has been presented —Open to defendant to contend that verdict of jury had thereby been rendered unsafe or unsatisfactory —Obligation of judge to secure a fair and sound conclusion at end of case. **R v Oakwell** [1978] 1 1223, CA.

Witnesses—

Compellability. *See* **Criminal evidence** (Compellability as witness).

Unlawful wounding. *See* **Wounding**, *ante*.

Wounding—

Unlawful wounding—

Excluded from grievous bodily harm. *See* **Indictment** (Conviction of lesser offence—Causing grievous bodily harm with intent—Particulars of way grievous bodily harm caused not specified—Whether open to court to accept plea to and verdict of unlawful wounding—Whether indictment amounting to or including expressly or by implication allegation of unlawful wounding).

CROSS-EXAMINATION

Committal proceedings—

Magistrate refusing to allow cross-examination during committal proceedings—

Prerogative order. *See* **Criminal law** (Committal—Preliminary hearing before justices—

Prerogative order—Magistrate refusing to allow cross-examination during committal proceedings).

CROWN

Debts due to Crown—

Bankruptcy—

Proof—Set-off—Mutual dealings. *See* **Bankruptcy** (Proof—Set-off—Mutual credits, mutual debts or other mutual dealings—Claims arising otherwise than out of contract—Statutory debts due to the Crown).

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Committal of offender to Crown Court for sentence or to be dealt with—

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Distribution of court business. *See* **Distribution of court business—Classification of offences**, *post*.

Distribution of court business—

Classification of offences—

Committals for sentence or to be dealt with—Procedure—Courts Act 1971, s 4(5). **Practice Direction** [1978] 2 912.

Recorder—

Mode of address. *See* **Judge** (Circuit judge—Deputy circuit judge—Recorder—Mode of address).

Sentence—

Power to vary sentence or other order—

Time limit for exercise of such power—Sentence imposed on accused for importing drugs illegally—Money found on accused subsequently ordered to be forfeited—Forfeiture order made after expiry of time limit—Whether forfeiture order a 'sentence imposed or other order made'—Whether forfeiture order valid—Courts Act 1971, s 11—Misuse of Drugs Act 1971, s 27—Powers of Criminal Courts Act 1973, s 43. **R v Menocal** [1978] 3 961, CA.

CURRENCY

Foreign currency—

Arbitration award. *See* **Arbitration** (Award—Foreign currency).

Payment in foreign currency—

Date at which rate of exchange calculated. *See* **Money** (Currency—Date at which rate of exchange calculated—Payment made after date of default but before judgment).

CUSTODY

Divorce proceedings. *See* **Divorce** (Custody).

CUSTOMS AND EXCISE

Forfeiture—

Contravention of customs and excise legislation—

Court having power to order forfeiture of goods found on person convicted under misuse of drugs legislation. *See* **Sentence** (Forfeiture order—Forfeiture of goods found on accused at time of arrest—Court having power under Misuse of Drugs Act 1971 to make order where person convicted of offence under that Act—Accused convicted of contravening Customs and Excise Act 1952 by being knowingly concerned in fraudulent evasion of prohibition on importation of cocaine).

CUSTOMS AND EXCISE (cont)

Importation of prohibited goods—

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Importation contrary to United Kingdom legislation—Application of EEC Treaty—Treaty provisions directly applicable in member states—Municipal law no longer applicable. *See European Economic Community* (Treaty provisions—Direct application in member states—Municipal law no longer applicable—Prohibition on imports—Person importing obscene goods from member state of EEC contrary to United Kingdom customs legislation).

DAMAGE

Negligence. *See Negligence* (Damage).

Remoteness of damage—

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Foreseeable consequence of breach. *See Contract* (Damages for breach—Foreseeable consequence of breach).

DAMAGES

Breach of contract—

Foreign currency—

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Generally. *See Contract* (Damages for breach).

Contract and tort—

Power of court to enter judgment for damages for breach of contract and tort—

Facts giving rise to breach of contract also constituting breach of common law duty of care—Sale of house by property developers—Warranty that house fit for habitation—House liable to collapse at any time due to defective support from adjoining land—Defect discovered after sale of house—Defect discoverable before house built—Purchasers suing property developers in contract and tort—Purchasers obtaining judgment in their favour for breach of contract—Whether court having power also to enter judgment for purchasers in tort. *Batty v Metropolitan Property Realizations Ltd* [1978] 2 445, CA.

Exemplary damages—

Trespass to land—

Landlord unlawfully evicting tenant from demised premises—Tenant suing for interference with right to quiet enjoyment—Facts pleaded sufficient to warrant claim for trespass—Landlord seeking to obtain premises from tenant unlawfully for own purposes—Whether circumstances justifying award of exemplary damages. *Drane v Evangelou* [1978] 2 437, CA.

Fatal accident. *See Fatal accident* (Damages).

Foreign currency—

Arbitration award. *See Arbitration* (Award—Foreign currency—Damages).

Interest. *See Interest* (Damages).

Land—

Measure of damages for injury to land—

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Generally. *See Misrepresentation* (Damages).

Mitigation of loss —

Benefit accruing to plaintiff —

Relationship between benefit and particular head of damage in respect of which claim made —Breach resulting in two heads of damage —Plaintiff claiming only in respect of one head —Solicitor's negligence in service of notice to quit business premises —Negligence resulting in plaintiff's liability to pay compensation to tenant and in loss of rent due to tenant vacating premises —Plaintiff claiming damages from solicitor only in respect of payment of the compensation —Possible benefit accruing to plaintiff due to vacation of premises —Whether benefit accruing to plaintiff from letting premises to another tenant or using them for his own purposes could be set off against damages arising from payment of the compensation. *Nadrep Ltd v Willmetts & Co (a firm)* [1978] 1 746, ChD.

Purchaser acquiring traded down company with continuing losses carried over—

Purchaser receiving tax benefit on losses carried over—Purchaser entitled to damages from vendor for breach of warranty that there would be no material adverse change in company's assets prior to take-over—Whether tax benefit to be taken into account in assessing damages for the breach of warranty. *Levison v Farin* [1978] 2 1149, QBD.

Multiplier—

Fatal accident. *See Fatal accident* (Damages—Multiplier).

Negligence —

Solicitor. *See Solicitor* (Negligence — Damages).

Personal injury—

Loss of amenities of life—

Marriage prospects—Young unmarried woman—Loss of financial support of a husband—Loss of financial support during period when plaintiff unable to work because of family duties—Plaintiff unmarried woman aged 24 suffering paraplegia—Accident destroying prospect of marriage—Damages for loss of earnings reduced by four years' purchase to take account of probability that plaintiff would have married and been unable to work for a period because of family duties—Whether sum for loss of financial support of a husband during that period to be taken into account in assessing general damages. *Moriarty v McCarthy* [1978] 2 213, QBD.

DAMAGES (cont)

Personal injury (cont)—

Loss of future earnings—

Marriage prospects—Young unmarried woman—Likelihood of marriage and consequent cessation of employment to care for family to be taken into account—Plaintiff aged 24 and working at date of accident—Injuries resulting in paraplegia—Appropriate multiplier in assessing damages for loss of earnings—Whether multiplier should be less than in case of man of same age. *Moriarty v McCarthy* [1978] 2 213, QBD.

Sale of land—

Breach of contract. *See* **Sale of land** (Damages for breach of contract).

Solicitor —

Negligence. *See* **Solicitor** (Negligence — Damages).

Summary judgment—

Interest—

Award of interest on damages on summary judgment. *See* **Interest** (Damages—Jurisdiction to include interest in award of damages—Summary judgment).

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Mitigation of loss. *See* **Mitigation of loss**—Tax benefit, *ante*.

DANGEROUS DRIVING

Generally. *See* **Road traffic** (Dangerous driving).

DANGEROUS DRUGS

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DEATH

Employer—

Redundancy—

Dismissed by reason of redundancy. *See* **Redundancy** (Dismissed by reason of redundancy—Death of employer).

Fatal accident. *See* **Fatal accident**.

Statutory tenant—

Succession to tenancy on death of original tenant. *See* **Rent restriction** (Death of tenant).

DEBENTURE

Company. *See* **Company** (Debenture).

Exchange—

Company amalgamation—

Capital gains tax. *See* **Capital gains tax** (Disposal of assets—Company amalgamation—Exchange of shares or debentures).

Receiver. *See* **Company** (Receiver—Appointment by debenture holder).

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Acknowledgment—

Limitation of action. *See* **Limitation of action** (Acknowledgment—Debt).

Assignment. *See* **Chose in action** (Assignment—Debt).

Bankruptcy. *See* **Bankruptcy**.

Capital gains tax—

Disposal of assets—

Debt on a security. *See* **Capital gains tax** (Disposal of assets—Debt on a security).

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Disputed debt—

Company—

Compulsory winding-up—Creditor's petition. *See* **Company** (Compulsory winding-up—Petition by creditor—Disputed debt).

Gaming. *See* **Gaming** (Debt).

DECEPTION

Obtaining property by deception. *See* **Criminal law** (Obtaining property by deception).

DECLARATION

Divorce—

Care and upbringing of children—

Declaration by court that arrangements for welfare of child satisfactory. *See* **Divorce** (Decree absolute—Arrangements for care and upbringing of children—Restriction on decree of divorce affecting children—Need for declaration by court that arrangements for welfare of child satisfactory).

Jurisdiction—

Locus standi of applicant—

Action against public corporation for breach of statutory duty. *See* **Originating summons** (Striking out—Declaration—Breach of statutory duty—Public corporation).

DECREE

Divorce. *See* **Divorce** (Decree).

Foreign decree—

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Divorce. *See* **Divorce** (Recognition of foreign decree).

DEDUCTION

Income tax—

Deduction in computing profits. *See* **Income tax** (Deduction in computing profits).

DEED

- Execution—
- Sealing—
 - Need for physical seal or impression on paper—Document containing nothing more than indication of place where seal should be—Document in printed form purporting to be legal charge—Document merely containing printed circle enclosing letters 'L.S.'—Signature of mortgagor placed across circle—Attestation clause signed by witness stating that document 'signed sealed and delivered' by mortgagor in presence of witness—Whether document properly sealed and executed by mortgagor as his deed. **First National Securities Ltd v Jones** [1978] 2 221, CA.
- Probate —
 - Stamp duty —
 - Practice. *See* **Probate** (Practice —Stamp duty —Deed or other instrument).

DEFAULT SUMMONS

- Service—
 - Time for service of summons. *See* **County court** (Practice—Service of summons— Time for service of default summons).

DEFENCE

- Acquiescence. *See* **Acquiescence** (Equitable defence).
- Food and drugs proceedings. *See* **Food and drugs** (Defence to proceedings).
- Murder—
 - Diminished responsibility. *See* **Criminal law** (Murder—Diminished responsibility).
- Obscene publications—
 - Public good. *See* **Criminal law** (Obscene publications—Defence of public good).
- Particulars before defence. *See* **Pleading** (Particulars—Particulars before defence).

DEFENDANT

- Prejudice—
 - Delay in prosecution of action—
 - Dismissal of action for want of prosecution. *See* **Practice** (Dismissal of action for want of prosecution—Delay—Prejudice to defendant).

DEFINITIVE MAP

- See* **Highway** (Classification—Definitive map).

DELAY

- Acquiescence—
 - Equitable defence. *See* **Acquiescence** (Equitable defence).
- Bailment—
 - Redelivery of goods. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Delay in redelivery of goods).
- Dismissal of action for. *See* **Practice** (Dismissal of action for want of prosecution—Delay).
- Sale of land—
 - Forfeiture of deposit. *See* **Sale of land** (Deposit—Forfeiture—Purchaser's failure to complete).

DELIVERY

- Bailment—
 - Redelivery of goods—
 - Delay. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Delay in redelivery of goods).

DEMOLITION

- Church —
 - Faculty. *See* **Ecclesiastical law** (Faculty — Demolition of church).

DEMURRAGE

- See* **Shipping** (Demurrage).

DENTIST

- Travelling expenses—
 - Income tax—
 - Deduction in computing profits. *See* **Income tax** (Deduction in computing profits—Travelling expenses—Dental surgeon maintaining a laboratory to repair, alter and manufacture dentures).

DEPARTMENT OF TRADE

- Company—
 - Investigation of affairs. *See* **Company** (Investigation by Board of Trade).
 - Investigation of company. *See* **Company** (Investigation by Board of Trade).

DEPARTURE

- Pleading. *See* **Pleading** (Departure).

DEPENDANT

- Commonwealth immigrant—
 - Admission as dependant of person settled in United Kingdom. *See* **Commonwealth immigrant** (Admission—Grounds for admission—Admission as dependant of person already in the United Kingdom and settled there).
- Damages—
 - Fatal accident. *See* **Fatal accident** (Damages).

DEPOSIT

- Sale of land—
 - Generally. *See* **Sale of land** (Deposit).

DESCRIPTION

Boundary—

Conveyance—

Plan in conveyance 'by way of identification only'—Boundary not clear from description in conveyance. *See* **Sale of land** (Conveyance—Parcels—Reference to plan—Parcels stated to be delineated on plan 'by way of identification only'—Boundary of property conveyed not clear from description of parcels).

DETENTION

Illegal entrant. *See* **Immigration** (Detention).

DEVELOPMENT

Land—

Capital gains tax—

Sale of land reflecting development value—Land held on 6th April 1965—Computation of chargeable gain. *See* **Capital gains tax** (Computation of chargeable gain—Asset held on 6th April 1965—Land—Sale reflecting development value).

Town and country planning. *See* **Town and country planning**.

Planning control. *See* **Town and country planning** (Development).

DIMINISHED RESPONSIBILITY

Defence—

Murder. *See* **Criminal law** (Murder—Diminished responsibility).

DIRECTOR

Company—

Generally. *See* **Company** (Director).

DISABLEMENT

Benefit—

Industrial injury. *See* **Industrial injury** (Disablement benefit).

DISCIPLINE

Advocate and solicitor—

Singapore. *See* **Singapore** (Advocate and solicitor—Disciplinary proceedings).

DISCLAIMER

Onerous property—

Bankruptcy. *See* **Bankruptcy** (Disclaimer of onerous property).

Voluntary winding-up of company. *See* **Company** (Voluntary winding-up—Disclaimer of onerous property).

DISCLOSURE

Confidential information—

Trade secrets—

Injunction. *See* **Master and servant** (Duty of servant—Confidential information—Injunction restraining disclosure).

Identity of witness—

Disclosure in breach of court ruling—

Contempt of court. *See* **Contempt of court** (Witness—Disclosure of identity).

Insurance. *See* **Insurance** (Disclosure).

DISCONTINUANCE

Trade—

Income tax. *See* **Income tax** (Discontinuance of trade).

DISCOUNT

Bills of exchange —

Computation of profits. *See* **Income tax** (Computation of profits —Discounting bills of exchange).

DISCOVERY

Discovery against parties to proceedings—

Discovery for purpose of identifying other parties—

Identification of wrongdoers—Right of discovery distinct from right to serve interrogatories—Right not limited to protection of particular class of property—Action for injunction to restrain removal of fish from fishery—Plaintiff's evidence showing that three vessels observed unlawfully fishing and that defendants the owners of two of them—Danger of irreparable damage to fishery by unlawful removal of fish—Defendants disputing allegations but not yet filing evidence in reply to plaintiff's evidence—Plaintiff seeking disclosure of persons on board defendants' vessels and name and registration number of third vessel—Whether jurisdiction to make order—Whether order should be made where motion in substance ex parte. *Loose v Williams* [1978] 3 89, ChD.

Discovery against persons not parties to proceedings—

Claim in respect of personal injuries or death—

Production of documents 'to the applicant'—Court ordering disclosure of medical records to applicant's 'legal advisers'—Whether court has discretion to order production to some other person on applicant's behalf on condition contents not disclosed to applicant—Whether court must order documents to be produced 'to the applicant'—Administration of Justice Act 1970, ss 31, 32. *McIvor v Southern Health and Social Services Ltd* [1978] 2 625, HL.

Industrial tribunal. *See* **Industrial tribunal** (Procedure—Discovery).

Interrogatory—

Distinct from discovery. *See* Discovery against parties to proceedings—Discovery for purpose of identifying other parties—Identification of wrongdoers—Right of discovery distinct from right to serve interrogatories).

DISCOVERY (cont)

Interrogatory (cont)—

Privilege—

Legal professional privilege—Application for leave to bring action outside limitation period—Court required to have regard to any unreasonable delay by plaintiff and nature of legal advice received—Defendant wishing to put interrogatory to plaintiff whether legal advice received from counsel had been favourable or unfavourable—Whether plaintiff required to reveal nature of legal advice received—Whether nature of legal advice received by plaintiff relevant to issue of whether delay unreasonable—Limitation Act 1939, s 2d (as inserted by the Limitation Act 1975, s 1). *Jones v G D Searle & Co Ltd* [1978] 3 654, CA.

Legal professional privilege—

Interrogatory. *See* Interrogatory—Privilege—Legal professional privilege, *ante*.

Privilege—

Confidential documents—

Industrial tribunal. *See* Industrial tribunal (Procedure—Discovery—Confidential documents).

Production contrary to public interest—

Complaint of discrimination in employment—Confidential reports on employees and applicants for employment—Discovery in industrial tribunal. *See* Industrial tribunal (Procedure—Discovery—Confidential documents—Complaint of discrimination in employment—Discovery of confidential reports and references on employees and applicants for employment—Principles applicable in ordering discovery—Whether documents privileged from discovery on ground of public interest privilege).

Self-incrimination. *See* Evidence (Privilege—Incrimination of witness or spouse).

Production of documents—

Affidavit—

Affidavit filed in Beddoe proceedings by executors for court's directions on litigation—Action by executor against co-executor—Defendant executor filing affidavit in Beddoe proceedings making admission against defendants—Affidavit not served on plaintiff but draft affidavit shown to him by deponent and affidavit included by defendants in their list of documents in the action without claiming privilege—Deponent dying—Plaintiff seeking to adduce affidavit as evidence at trial of action—Whether affidavit filed in Beddoe proceedings privileged from production on ground of confidentiality of proceedings—Whether in circumstances privilege waived. *Midland Bank Trust Co Ltd v Green* [1978] 3 555, ChD.

Discovery against persons not parties to proceedings—

Production to applicant. *See* Discovery against persons not parties to proceedings—Claim in respect of personal injuries or death—Production of documents 'to the applicant', *ante*.

Foreign tribunal—

Examination of witness in relation to matters pending before foreign tribunal. *See* Evidence (Foreign tribunal—Examination of witness in relation to matters pending before foreign tribunal—Production of documents).

Privilege—

Self-incrimination. *See* Evidence (Privilege—Incrimination of witness or spouse).

DISCRETION

Arbitrator—

Costs. *See* Arbitration (Costs—Discretion of arbitrator).

Bankruptcy—

Dismissal of bankruptcy petition. *See* Bankruptcy (Petition—Dismissal of court).

Costs—

Arbitration. *See* Arbitration (Costs—Discretion of arbitrator).

Evidence—

Admission of evidence—

Criminal proceedings—Discretion not to admit evidence when unfair or oppressive to do so. *See* Criminal evidence (Discretion not to admit evidence when unfair or oppressive to do so).

Foreign divorce—

Recognition—

Discretion to refuse recognition. *See* Divorce (Foreign decree—Recognition by English court—Discretion to refuse to recognise divorce).

Income tax—

Appeal by case stated against assessment—

Discretion of court to deal with assessment on basis under which it should have been made. Assessment under wrong case. *See* Income tax (Case stated—Jurisdiction of court to hear and determine questions of law and make appropriate order—Assessment under wrong case—Discretion of court to deal with assessment on basis of case under which it should have been made).

Injunction. *See* Injunction (Discretion).

Mandatory injunction —

Discretion over grant of remedy. *See* Injunction (Mandatory injunction — Discretion over grant of remedy).

Time limit—

Overriding time limit—

Personal injury or fatal accident claim. *See* Limitation of action (Court's power to override time limit in personal injury or fatal accident claim—Exercise of discretion).

Trustee—

Liability to make good loss and to account—

Discretion of court. *See* Trust and trustee (Liability of trustee—Liability to make good loss and to account—Discretion of court).

Ward of court—

Exercise of court's inherent jurisdiction over ward of court. *See* Ward of court (Jurisdiction—Inherent jurisdiction—Circumstances in which exercisable—Discretion).

DISCRETIONARY TRUST

See **Trust and trustee** (Discretionary trust).

DISCRIMINATION

Employer discriminating against worker—

Discovery of confidential documents—

Industrial tribunal. *See* **Industrial tribunal** (Procedure—Discovery—Confidential documents—Complaint of discrimination in employment).

Men and women—

Employment—

Discrimination against a man. *See* **Employment** (Discrimination against a man).

Discrimination against a woman *See* **Employment** (Discrimination against a woman).

Equality of treatment. *See* **Employment** (Equality of treatment between men and women).

Generally. *See* **Sex discrimination**.

Racial—

Unlawful discrimination. *See* **Race relations** (Unlawful discrimination).

Religious—

Teacher. *See* **Education** (Teacher—Religious discrimination).

DISHONESTY

Theft. *See* **Criminal law** (Theft—Dishonesty).

DISMISSAL

Action—

Want of prosecution—

Practice. *See* **Practice** (Dismissal of action for want of prosecution).

Bankruptcy petition. *See* **Bankruptcy** (Petition—Dismissal).

Death of employer—

Redundancy. *See* **Redundancy** (Dismissal by reason of redundancy—Death of employer).

Employment—

See **Redundancy** (Dismissal by reason of redundancy).

Unfair dismissal. *See* **Unfair dismissal**.

DISPOSAL OF ASSETS

Capital gains tax. *See* **Capital gains tax** (Disposal of assets).

DISPUTE

Trade dispute—

Generally. *See* **Trade dispute**.

DISPUTED DEBT

Company—

Compulsory winding-up—

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DISSOLUTION

Friendly society. *See* **Friendly society** (Dissolution).

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Solicitors. *See* **Solicitor** (Partnership—Dissolution).

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Winding-up—

Preferential payments—Taxes—Distress for unpaid taxes levied but not completed before commencement of winding-up. *See* **Company** (Winding-up—Preferential payments—Taxes—Distress levied but not completed before commencement of winding-up).

Distress for rates—

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Appeal to Court of Appeal—Appeal from Divisional Court. *See* **Court of Appeal** (Jurisdiction—Appeal from Divisional Court—Distress for rates).

DISTRIBUTION

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Shortfall in distributions—

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Court business—

Crown Court. *See* **Crown Court** (Distribution of court business).

Date of distribution —

Settlement —

Class gift. *See* **Settlement** (Class gift —Distribution date).

Winding-up of company—

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DIVISIONAL COURT

Appeal to Court of Appeal—

Distress for rates. *See* **Court of Appeal** (Jurisdiction—Appeal from Divisional Court—Distress for rates).

DIVISIONAL COURT (cont)

Appeal to Divisional Court—

Matrimonial order—

Magistrates' order for weekly payments—Determination of appeal by single judge instead of Divisional Court. *See Husband and wife* (Matrimonial order—Appeal to High Court against order of magistrates—Appeal against amount of weekly payments—Determination of appeal by single judge instead of Divisional Court).

Bankruptcy—

Appeal to Divisional Court—

Appeal from county court. *See Bankruptcy* (Appeal—Appeal from county court—Appeal to Divisional Court of Chancery Division).

DIVORCEAdjustment order. *See Property*—Adjustment order, *post*.

Transfer of property—

Application for transfer of property other than matrimonial home—Registration as pending land action—Whether application registrable—Land Charges Act 1972, ss 5(1)(a), 17(1)—Matrimonial Causes Act 1973, s 24. *Whittingham v Whittingham* (National Westminster Bank Ltd intervening) [1978] 3 805, ChD.

Affidavit of means —

Financial provision. *See Financial provision* — Affidavit of means, *post*.

Ancillary relief —

See Financial provision, post.

Appeal —

Interlocutory appeal —

Financial provision — County court. *See Financial provision* — Practice and procedure — County court — Interlocutory appeal in matrimonial proceedings, *post*.

Children—

Lump sum for children—

Application. *See Financial provision*—Application—Application subsequent to petition or answer—Leave of court—Application by petitioner for lump sum for children, *post*.

Costs—

Five year separation. *See Separation*—Five year separation—Costs, *post*

Custody—

Change of surname—

Relevance—Mother having custody of three of four children of family—Custody of fourth child subsequently given to mother—Mother adopting surname of man with whom she was living—Children known in neighbourhood by his name—Father appealing against order giving custody of fourth child to mother—Whether change of surname relevant—Matrimonial Causes (Amendment) Rules 1974 (SI 1974 No 2168), r 92(8). *R (B M) v R (D N) (child : surname)* [1978] 2 33, CA.

Decree absolute—

Arrangements for care and upbringing of children—

Restriction on decree of divorce affecting children—Need for declaration by court that arrangements for welfare of child satisfactory—Matters to be considered—Maintenance order to pay £8 a week for wife and child made against husband—Wife's means of livelihood insufficient to support child—Wife and child substantially supported by social security benefits—Whether such support in child's interest or interest of public—Whether such matters relevant—Whether declaration that arrangements satisfactory should be made by court—Matrimonial Causes Act 1973, s 41. *Cook v Cook* [1978] 3 1009, CA.

Decree nisi—

Injunction excluding party from matrimonial home following grant of decree nisi. *See Injunction* (Exclusion of party from matrimonial home—Decree nisi granted).

Refusal—

Grave financial or other hardship. *See Separation*—Five year separation—Decree nisi—Refusal—Grave financial or other hardship, *post*.

Financial provision—

Affidavit of means—

Confidentiality—Public interest in disclosure of information —Disclosure of means encouraged by protection of confidentiality —Matrimonial proceedings against plaintiff in Family Division —Plaintiff ordered to swear affidavits of means —Company controlled by plaintiff bringing action in Queen's Bench Division —Defendant applying for security for costs —Affidavit in support of application exhibiting copies of plaintiff's affidavits of means —Plaintiff bringing action in Chancery Division for injunction restraining disclosure of affidavits of means —Whether in public interest to have full disclosure of information to court deciding application for security for costs. *Medway v Doublelock Ltd* [1978] 1 1261, ChD.

Application—

Application subsequent to petition or answer—Leave of court—Application by petitioner for lump sum for children—Court not having power at time of divorce to order lump sum for children—Petitioner applying under retrospective operation of statutory powers—Petitioner applying without leave as a person who has the custody of a child under an order of the court—Whether petitioner required to obtain leave—Whether petitioner 'any person who has the custody...of a child...under an order of the...court'—Matrimonial Causes Rules 1977 (SI 1977 No 344), r 69(b). *McKay (formerly Chapman) v Chapman* [1978] 2 548, FamD.

Nature of relief claimed—Duty of party to particularise relief—Application subsequent to petition for lump sum for children—Prayer in petition for 'child maintenance, a lump sum and/or a secured provision'—Whether court having power to award a lump sum for children—Matrimonial Causes Rules 1977 (SI 1977 No 344), r 68(1)(2)(a). *McKay (formerly Chapman) v Chapman* [1978] 2 548, FamD.

DIVORCE (cont)

Financial provision (cont)—

Application (cont)—

Remarriage of party—Amendment of application—Amendment so as to claim new relief—Jurisdiction of court to allow amendment after remarriage of applicant—Wife applying before remarriage for ancillary relief for children—Wife applying after remarriage for leave to amend application to include relief for herself—Whether court having jurisdiction to allow wife to amend application after remarriage so as to claim relief on her own behalf—Matrimonial Causes Act 1973, s 28(3). **Nixon v Fox (formerly Nixon)** [1978] 3 995, FamD.

Remarriage of party—Form of application—Amendment of application—Wife not filing answer to husband's petition—Wife filing acknowledgment of service of petition—Wife stating in acknowledgment of service that she wished to apply for lump sum provision—Wife remarrying—Wife applying for lump sum provision after remarriage and serving notice of application for ancillary relief—Husband contesting application because wife applying for lump sum provision after remarriage—Wife seeking to amend acknowledgment of service of petition to comply with form of notice for ancillary relief—Whether statement in acknowledgment of service amounting in substance to application for ancillary relief—Whether wife entitled to amend acknowledgment of service—Matrimonial Causes Act 1973, s 28(3)—Matrimonial Causes Rules 1973 (SI 1973 No 2016), r 68(3), Appendix, Form 6. **Jenkins v Hargood (formerly Jenkins)** [1978] 3 1001, FamD.

Determination of property rights—

Summary proceedings for determination of rights usually undesirable in divorce cases—Proper course to apply for financial provision or property adjustment order—Need to make application before remarriage—Married Women's Property Act 1882, s 17—Matrimonial Causes Act 1973, ss 23, 24, 28(3). **Fielding v Fielding** [1978] 1 267, CA.

Lump sum order—

Factors to be regarded—Equality of division of assets not a factor—Value put on asset—Freehold farm—Freehold given to wife by her father—Husband and wife jointly working to build up farm business and running it as partnership—Husband depending on farm for his livelihood and having no other qualification or property—Husband leaving farm—Wife and children remaining at farm—Farm valued at £102,000—Wife having to maintain and educate children out of income from farm—Husband awarded lump sum of £15,000—Whether proper award having regard to value of farm—Whether valuation realistic figure on which to base award—Whether ownership of freehold by wife to be treated as part of her contribution to the family—Whether phrase 'family assets' relevant—Matrimonial Causes Act 1973, s 25(1) (a) (b) (f). **P v P (financial provision : lump sum)** [1978] 3 70, CA.

Lump sum for children. *See* Financial provision—Application—Application subsequent to petition or answer—Leave of court—Application by petitioner for lump sum for children, *ante*.

Matters to be considered by court when making order—

Contribution to acquisition of matrimonial home—Lump sum order in recognition of party's contribution—Conduct of party substantial cause of breakdown of marriage—Subsequent increase in value of home—Conduct relevant factor but not such as to justify depriving party of interest in home—Wife leaving husband and young daughter to go and live with co-respondent—Wife having made substantial contribution to purchase of home—Large increase in value of home after wife's departure—Whether wife entitled to lump sum order in recognition of her contribution—Whether order should take into account increase in value of house after her departure. **Backhouse v Backhouse** [1978] 1 1158, FamD.

Financial needs, obligations and responsibilities of parties—Transfer of matrimonial home—Home purchased in sole name of husband—Wife living in former home with children—Eldest children over 18, youngest child aged 12—Wife a nurse contributing to family during marriage and having sole care of since breakdown of marriage—Husband a police officer living alone in rent free flat—Husband having no responsibilities for family apart from liability under order for periodical payments of £7 a week for two youngest children—Husband's financial position now and on retirement better than wife's—Whether home should be transferred to wife—Whether order postponing sale until youngest child attained 17 a proper order where parties had not remarried and wife and children living in home—Matrimonial Causes Act 1973, s 25. **Hanlon v Hanlon** [1978] 2 889, CA.

Periodical payments—

Calculation—Amount payable to wife and children—Amount left for husband to live on—Husband not to be reduced below subsistence level—Relevance of formula used by Supplementary Benefits Commission in assessing contribution required from husband for support of dependent relative—Amount husband permitted to retain under formula not to be equated with subsistence level—Whether permissible to have regard to formula—Whether calculation under formula—Whether calculation under formula an alternative to calculation under 'one-third' rule—Matrimonial Causes Act 1973, s 25(1). **Shallow v Shallow** [1978] 2 483, CA.

Family with low financial resources—Amount payable—Husband and wife to have comparable living standards—One-third rule not applicable—Wife and children remaining in three-bedroomed matrimonial home—Husband living in bed-sittingroom—Husband remaining liable for mortgage instalments on home—Order for periodical payments leaving husband with £13.30 to live on after payment of rent—Whether order resulting in lower living standard for husband—Whether periodical payments to be reduced. **Scott v Scott** [1978] 3 65, CA.

DIVORCE (cont)

Financial provision (cont)—

Practice and procedure—

County court—Interlocutory appeal in matrimonial proceedings —Appeal from registrar to county court judge —Appeal against order for periodical payments —Appeal by way of rehearing —Judge required to exercise own discretion and not fettered by registrar's decision —Parties entitled to produce fresh affidavit evidence on appeal —Whether oral evidence given before registrar to be re-opened in judge's discretion —Matrimonial Causes Rules 1977 (SI 1977 No 344), r 124(1). *G (formerly P) v P (ancillary relief :appeal)* [1978] 1 1099, CA.

Five year separation. *See* Separation—Five year separation, *post*.

Foreign decree—

Recognition by English court—

Discretion to refuse to recognise divorce—Factors governing exercise of discretion—Right to obtain enforceable maintenance orders in England despite foreign decree—Wife having been given no opportunity to take part in foreign divorce proceedings—Wife unlikely to have been able to defend suit effectively if given opportunity—Wife's purpose in wishing to defend to obtain maintenance order—Wife having obtained interim maintenance order against husband on ground of wilful neglect to maintain—Foreign decree not precluding wife from obtaining substantive maintenance order—Whether court justified in rejecting application to refuse recognition of foreign decree—Recognition of Divorces and Legal Separations Act 1971, s 8(2). *Newmarch v Newmarch* [1978] 1 1, FamD.

No opportunity for spouse to take part in foreign proceedings such as should reasonably have been given—Notice given to spouse of foreign proceedings and of procedural steps necessary to defend them—Foreign lawyers instructed by spouse to take necessary steps to defend suit—Lawyers failing to take necessary steps—Court not informed of spouse's desire to defend suit—Decree made in default of defence—Whether spouse had not 'been given...such opportunity to take part in the proceedings as...he should reasonably have been given'—Whether court having jurisdiction to refuse recognition—Recognition of Divorces and Legal Separations Act 1971, s 8(2) (a) (ii). *Newmarch v Newmarch* [1978] 1 1, FamD.

Injunction —

Attachment of power of arrest —

Domestic violence —Jurisdiction of county court. *See* Injunction (Husband and wife — Domestic violence —Attachment of power of arrest to injunction —Jurisdiction of county court —Divorce proceedings).

Irretrievable breakdown of marriage—

Duty of court to enquire into facts—

Admission in pleading—Facts sufficient to found decree established by admission in petitioner's reply—Duty of court to enquire into facts alleged in petition—Petition based on respondent's behaviour—Allegation in answer that parties separated for five years admitted in petitioner's reply—Court bound to grant decree on admission of irretrievable breakdown and five years separation—Whether court under duty to enquire into facts alleged in support of petition—Matrimonial Causes Act 1973, s 1(3). *Grenfell v Grenfell* [1978] 1 561, CA.

Separation. *See* Separation, *post*.

Lump sum order—

Factors to be regarded. *See* Financial provision—Lump sum order—Factors to be regarded, *ante*.

Maintenance —

Affidavit of means. *See* Financial provision — Affidavit of means, *ante*.Periodical payments. *See* Financial provision—Periodical payments, *ante*.

Practice—

Pleading—

Admission—Irretrievable breakdown of marriage—Duty of court to enquire into facts. *See* Divorce (Irretrievable breakdown of marriage—Duty of court to enquire into facts).

Property—

Adjustment order—

Matters to be considered—Availability of house as home for children and parent bringing them up—Family with low financial resources—House purchased in husband's name—Mortgage instalments paid by him—Home to be appropriated first for use of wife and children—Order imposing trust for sale for benefit of husband and wife—Sale postponed for 14 years—Division of proceeds on sale—Parties to be placed in comparable position to purchase other accommodation—One-third rule not applicable—Division of proceeds resulting in wife receiving more than one third of parties' joint capital—Husband able to obtain mortgage in 14 years' time whereas wife likely to be in less favourable position then—Whether order proper in circumstances. *Scott v Scott* [1978] 3 65, CA.

Remarriage—

Application for financial provision. *See* Financial provision—Application—Remarriage of party, *ante*.

Separation—

Five year separation—

Costs—Practice—Decree granted on basis of five year separation—Practice not to grant either party costs. *Grenfell v Grenfell* [1978] 1 561, CA.

Decree nisi—Refusal—Grave financial or other hardship—Opposition by petitioner—Grant of decree to respondent on proof of relevant facts—Opposition by petitioner to grant of decree to respondent on cross—petition on proof of five years' separation—Petitioner relying on respondent's behaviour—Allegation by petitioner that as practising Christian grant of decree on basis of five years' separation would constitute grave hardship to her—Whether open to petitioner to oppose grant of decree on ground that it would result in grave hardship to her—Matrimonial Causes Act 1973, ss 5(1), 20. *Grenfell v Grenfell* [1978] 1 561, CA.

DIVORCE (cont)

Wilful neglect to maintain—

Discretion to make maintenance order after parties divorced. *See* **Husband and wife** (Wilful neglect to maintain—Divorce—Discretion to make maintenance order after parties divorced).

DOCUMENT

Accounting purposes—

Furnishing false information. *See* **Criminal law** (Furnishing false information—Falsifying document made or required for accounting purposes).

Admissibility in evidence —

Out of court statement —

Notice of intention to give in evidence —Reasons for not calling a person as a witness —Maker of statement beyond the seas —No attempt made to get witness to appear to give evidence orally —Whether necessary to prove in addition that maker of statement cannot by reasonable diligence be found —Civil Evidence Act 1968, s 8(2)(b) —RSC Ord 38, r 25. **Piermay Shipping Co SA v Chester** [1978] 1 1233, CA.

Appeal—

Documents to be lodged by appellant—

Court of Appeal. *See* **Court of Appeal** (Practice—Documents to be lodged by appellant).

Discovery of documents. *See* **Discovery**.

False document—

Furnishing false information. *See* **Criminal law** (Furnishing false information—Falsifying document made or required for accounting purposes).

Forged documents or instruments—

Police—

Search warrant. *See* **Police** (Search warrant—Forged documents or instruments).

Production—

Generally. *See* **Discovery**.

Sealing—

Execution of deed. *See* **Deed** (Execution—Sealing).

DOCUMENTARY CREDIT

See **Bank** (Documentary credit).

DOG

Guard dog. *See* **Animal** (Guard dog).

DOMESTIC TRIBUNAL

Natural justice. *See* **Natural justice** (Domestic tribunal).

DOMESTIC VIOLENCE

Exclusion of party from matrimonial home—

Injunction. *See* **Injunction** (Exclusion of party from matrimonial home).

Injunction —

Exclusion of party from matrimonial home. *See* **Injunction** (Exclusion of party from matrimonial home).

Husband and wife. *See* **Injunction** (Husband and wife — Domestic violence).

DONOR

Gift. *See* **Gift**.

DRUGS

Conspiracy—

Conspiracy to produce controlled drug—

Course of conduct incapable of resulting in commission of offence—Agreement by accused to produce cocaine from quantity of powder—Unknown to accused powder not containing cocaine. *See* **Criminal law** (Conspiracy—Impossible offence—Belief of accused that course of conduct agreed on constitutes offence—Agreement by accused to produce cocaine from quantity of powder—Unknown to accused powder not containing cocaine—Whether accused guilty of conspiracy to produce controlled drug).

Controlled drugs—

Course of conduct incapable of resulting in commission of offence—Agreement by accused to produce cocaine from quantity of powder—Unknown to accused powder not containing cocaine. *See* **Criminal law** (Conspiracy—Impossible offence—Belief of accused that course of conduct agreed on constitutes offence—Agreement by accused to produce cocaine from quantity of powder—Unknown to accused powder not containing cocaine—Whether accused guilty of conspiracy to produce controlled drug).

Dangerous drugs—

Cannabinol derivative—

Unlawful possession—Possession of leaves and stalk separated from plant—Cannabinol derivative naturally present in the leaves and stalks—Whether possession of naturally occurring material containing cannabinol derivative as an unseparated constituent amounts to possession of a 'cannabinol derivative'—Misuse of Drugs Act 1971, s 5(2), Sch 2, Part IV. **Director of Public Prosecutions v Goodchild** [1978] 2 161, HL.

Cannabis resin —

Possession of leaves and stalk separated from plant —Resin in leaves and stalk —What constitutes cannabis resin —Separated resin —Whether possession of separated leaves and stalk only constituting possession of cannabis resin —Whether deliberate process of removing resin from plant necessary to constitute 'separated resin' —Misuse of Drugs Act 1971, s 37(1). **R v Goodchild (No 2)** [1978] 1 649, CA.

Forfeiture of goods found on accused at time of arrest—

Court having power to make forfeiture order. *See* **Sentence** (Forfeiture order—Forfeiture of goods found on accused at time of arrest—Court having power under Misuse of Drugs Act 1971 to make order where person convicted of offence under that Act).

DRUGS (cont)

- Dangerous drugs (cont)—
 - Unauthorised possession—
 - Burden of proof—Proof of knowledge of possession—Burden on Crown to prove that accused knew that article alleged to contain drug was in his possession—Misuse of Drugs Act 1971, ss 5(2), 28(2). *R v Ashton-Rickardt* [1978] 1 173, CA.
 - Cannabinol derivative. *See* Dangerous drugs —Cannabinol derivative, *ante*.
 - Unlawful possession—
 - Possession—Microscopic particles—Traces of cannabis resin in roach ends and wooden box—Chemical analysis showing quantities to be 20 microgrammes and 2 milligrammes—Quantities not usable—Whether quantity of resin so minute that common sense equated it with nothing evidence of 'unlawful possession'—Whether quantity of resin so minute that not usable in any manner intended to be prohibited by Misuse of Drugs Act 1971 evidence of 'unlawful possession'—Misuse of Drugs Act 1971, s 5(2). *R v Carver* [1978] 3 60, CA.
- Sale of food and drugs. *See* Food and drugs.

DRUNKENNESS

- Driver of vehicle—
 - Insurance—
 - Exclusion of liability. *See* Insurance (Accident insurance—Exception clause—Exclusion of liability if injury resulted from deliberate exposure to exceptional danger—Exclusion of liability if injury resulted from insured's own criminal act—Voluntary consumption of alcohol before driving motor car).

DURESS

- Contract. *See* Contract (Duress).

DUTY

- Estate duty—
 - Generally. *See* Estate duty.

DUTY OF CARE

- Negligence. *See* Negligence (Duty to take care).

DWELLING-HOUSE

- Bankruptcy —
 - Petition —
 - Conditions for presentation —Debtor having dwelling-house in England. *See* Bankruptcy (Petition —Conditions for presentation —Debtor having dwelling-house in England).
- Rating—
 - Valuation. *See* Rates (Valuation—Dwelling-house).
- Valuation—
 - Rating. *See* Rates (Valuation—Dwelling-house).

EARNINGS

- Benefits excluded in assessing damages—
 - Fatal accident—
 - Dependency of child—Earnings of mother after father's death. *See* Fatal accident (Damages—Benefits excluded in assessing damages—Dependency of child—Earnings of mother after father's death).
- Loss—
 - Future earnings—
 - Damages for personal injuries. *See* Damages (Personal injury—Loss of future earnings).

EASEMENT

- Existence—
 - Action in which existence of easement in issue—
 - Pending action—Registration as land charge. *See* Land charge (Pending action—Registration—Pending land action—Action relating to interest in land—Action in which existence of easement over land is directly in issue).

ECCLESIASTICAL LAW

- Faculty —
 - Confirmatory faculty —
 - Effect —Retrospective effect —Liability of petitioners for work undertaken before grant of faculty —Whether faculty has effect of legalising work undertaken before its grant. *Re St Mary's, Balham* [1978] 1 993, Con Ct.
 - Demolition of church —
 - Demolition of part of a church —Jurisdiction to grant faculty if part of the church left standing will be used for public worship for substantial period thereafter —Part of the church left standing —Crypt of church —Scheme to demolish main body of church and convert crypt to provide chapel for public worship —Crypt constructed underground beneath church —Whether after demolition crypt would be 'part of the church left standing' —Faculty Jurisdiction Measure 1964, s 2(3). *Re St Luke's, Cheetham* [1978] 1 1118, Con Ct.
 - Reconstruction of church organ —
 - Reconstruction begun before grant of faculty —Reconstruction in opposition to diocesan advisory committee —Petition for confirmatory faculty —Reconstruction in flagrant breach of law —Whether confirmatory faculty should be granted. *Re St Mary's, Balham* [1978] 1 993, Con Ct.
- Organ —
 - Faculty for reconstruction. *See* Faculty — Reconstruction of church organ, *ante*.

ECONOMIC DURESS

- Contract. *See* Contract (Duress—Economic duress).

EDUCATION

Charitable purposes. *See* **Charity** (Education).

Local education authority—

Interlocutory injunction—

Injunction to restrain authority from exercising statutory powers—Prospect of obtaining permanent injunction at trial. *See* **Injunction** (Interlocutory—Public authority performing statutory duties as defendant—Prospect of obtaining permanent injunction against authority at trial—Injunction to restrain public authority from exercising statutory powers—Local education authority).

School—

Duty of local education authority to secure provision in area of sufficient schools—

Sufficient in character to afford pupils education offering variety of instruction a Character—Size of schools and selection of pupils according to ability—Proposal by authority to cease to maintain grammar school—Proposal made in pursuance of policy to implement comprehensive education—Proposals made and approved by Secretary of State in accordance with statutory procedure—Whether proposals constituting a breach of authority's duty to secure provision of schools sufficient in character to afford pupils education offering variety of instruction and training—Whether authority entitled to adopt policy of exclusively comprehensive education or required to maintain other kinds of schools—Education Act 1944, ss 1(1), 8(1). **Smith v Inner London Education Authority** [1978] 1 411, CA.

Sex education—

Justification for publishing obscene publication—

Article in interest of learning—Defence of public good. *See* **Criminal law** (Obscene publications—Defence of public good—Publication justified on ground that article is in interests of science, literature, art or learning or other objects of general concern—Interests of learning—Sex education).

Teacher—

Religious discrimination—

Teacher not to be required to receive less emolument or suffer other disadvantage by reason of attending religious worship—Moslem teacher accepting full-time teaching post—Contract requiring teacher to be available for teaching during usual school hours—Teacher not disclosing to employers at date of contract that his religion required him to attend prayers at a mosque each Friday afternoon—Teacher absenting himself from school each Friday afternoon to attend mosque—Disruption of school work—Employers insisting that teacher take less remunerative part-time post if he wished to continue attending mosque—Whether teacher entitled to time off to attend mosque without loss of pay—Education Act 1944, s 30—European Convention on Human Rights, art 9. **Ahmad v Inner London Education Authority** [1978] 1 574, CA.

University—

Visitor—

Modern university—Charter establishing university providing for appointment of visitor by Crown—No appointment made—Whether university having a visitor—Whether visitatorial powers exercisable by Lord Chancellor on behalf of Crown in absence of appointment. **Patel v University of Bradford Senate** [1978] 3 841, ChD.

ELECTION

Action triable as commercial action or mortgage action—

High Court. *See* **Court** (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).

Equitable doctrine of election. *See* **Equity** (Election).

Specific performance—

Election to claim specific performance in lieu of damages—

Sale of land. *See* **Sale of land** (Damages for breach of contract—Damages in substitution for specific performance—Damages at common law for repudiation of contract—Equitable damages in lieu of specific performance—Purchaser failing to complete in time—Vendor electing to pursue remedy of specific performance).

Will—

Election against will. *See* **Equity** (Election—Election against will).

ELECTIONS

Local government—

Alteration of boundary. *See* **Local government** (Alteration of area).

ELECTRICITY

Abstraction. *See* **Criminal law** (Theft—Electricity).

Theft. *See* **Criminal law** (Theft—Electricity).

EMOLUMENTS

Income tax. *See* **Income tax** (Emoluments from office or employment).

EMPLOYER

Death—

Redundancy of employee—

Dismissal by reason of redundancy. *See* **Redundancy** (Dismissal by reason of redundancy—Death of employer).

EMPLOYERS' ASSOCIATION

International Cricket Conference—

Member Countries in which cricket played—

Whether an organisation consisting wholly or mainly of employers—Trade Union and Labour Relations Act 1974, s 28(2) (a). **Greig v Insole** [1978] 3 449, ChD.

EMPLOYERS' ASSOCIATION (cont)

Test and County Cricket Board—

Members county clubs who employed cricketers—

Board not responsible to members in exercising functions—Whether an organisation whose principal purposes include the regulation of relations between employers and workers—Trade Union and Labour Relations Act 1974, s 28(2) (a). *Greig v Insole* [1978] 3 449, ChD.

EMPLOYMENT

Compensation —

British Transport Commission —

Transferred undertaking —Compensation to employee. *See* **British Transport Commission** (Transferred undertaking —Compensation to employee).

Local government—

Officer. *See* **Local government** (Officer—Compensation for loss of employment).

Constructive dismissal —

Unfair dismissal. *See* **Unfair dismissal** (Constructive dismissal).

Continuity —

Period of continuous employment —

Requisite period —Requisite period 104 weeks —Week normally involving employment for 21 hours or more to count in computing period of employment —Absence of written contract of employment —Employment under loose contractual arrangement —Employer not regarding employee as bound to work normal week of 21 hours or more —Employee working for hours required of him by employer —Regular part-time barman —In period of 104 weeks employee working 21 hours or more in 86 weeks and less than 21 hours in 18 weeks —Whether employee continuously employed for 'requisite period' —Redundancy Payments Act 1965, ss 1(1), 8 —Contracts of Employment Act 1972, Sch 1, para 4. *Dean v Eastbourne Fishermen's and Boatmen's Protection Society and Club Ltd* [1978] 1 1258, EAT.

Contract of service—

Capital gains tax—

Employer's rights under service agreement—Payment to employer by employee to secure release from service agreement. *See* **Capital gains tax** (Disposal of assets—Employer's rights under service agreement with employee—Payment to company by employee to secure release from service agreement).

Generally. *See* **Master and servant** (Contract of service).

Discrimination—

Discovery of confidential documents—

Industrial tribunal. *See* **Industrial tribunal** (Procedure—Discovery—Confidential documents—Complaint of discrimination in employment).

Discrimination against a man—

Act of discrimination—

Concession made to women employees allowing them to leave factory five minutes before the men—Concession made on ground of safety to protect women from being hurt in rush through factory gates—Concession incorporated into works rules—Whether unlawful discrimination against male employee—Whether concession part of man's terms of employment—Whether concession a benefit afforded to women—Whether concession subjecting man to a detriment—Sex Discrimination Act 1975, ss 1(1) (a), 2(1), 6(1)(b)(2)(a) (b). *Peske v Automotive Products Ltd* [1978] 1 106, CA.

Discrimination against a woman—

Provision in relation to retirement—

Continuation after retirement of benefit enjoyed during employment—Free rail travel for employee's dependants—Dependants of male employee entitled to free travel after employee's retirement—Dependants of female employee not so entitled after her retirement—Whether arrangement a 'provision in relation to...retirement'—Whether arrangement exempt from statutory provisions making discrimination unlawful—Sex Discrimination Act 1975, s 6(2)(4). *Garland v British Rail Engineering Co Ltd* [1978] 2 789, EAT.

Dismissal—

Redundancy. *See* **Redundancy** (Dismissal by reason of redundancy).

Unfair dismissal. *See* **Unfair dismissal**.

Duty of employee. *See* **Master and servant** (Duty of servant).

Emoluments —

Income tax *See* **Income tax** (Emoluments from office or employment).

Equality of treatment between men and women—

Like work—

Comparison of woman's work with duties of former male employee—Substantial interval between respective employments—Whether tribunal restricted to comparing woman's work with that of man in contemporaneous employment—Equal Pay Act 1970, s 1(2)(a)(4). *Macarthy's Ltd v Smith* [1978] 2 746, EAT.

Variation between woman's and man's contract due to material difference other than sex—

Burden of proof—Grading according to skill and capacity—Woman in like work with man in same employment paid less than man—Burden of proof on employer that on balance of probabilities variation due to difference other than sex—Employer proving that scheme applied genuinely and sex irrelevant—Employer also proving variation in pay due to different grading of woman and man according to skill and capacity—Whether employers discharging burden of proof—Equal Pay Act 1970, s 1(3). *National Vulcan Engineering Insurance Group Ltd v Wade* [1978] 3 121, CA.

EMPLOYMENT (cont)

Equality of treatment between men and women (cont)—

Variation between woman's and man's contracts due to material difference other than sex—
Correct approach to determination whether variation due to a difference other than sex—
Practice of 'red circling' employees to protect wages—Necessity to look at all the
circumstances of each application—Relevance of length of time since 'red circling'
introduced—Employers attitude to continuation of 'red circling'—Equal Pay Act 1970, s 1(3)
(as amended by the Sex Discrimination Act 1975, s 8(1)). **Outlook Supplies Ltd v Parry**
[1978] 2 707, EAT.

Frustration of contract. *See* **Master and servant** (Contract of service—Frustration).

Illness—

Frustration of contract—

Absence from work because of illness—Short-term periodic contract. *See* **Master and servant** (Contract of service—Frustration—Short-term periodic contract—Absence from work because of illness).

Industrial tribunal. *See* **Industrial tribunal**.

Loss of employment—

Compensation—

Local government officer. *See* **Local government** (Officer—Compensation for loss of employment).

Redundancy. *See* **Redundancy**.

Religious discrimination—

Teacher. *See* **Education** (Teacher—Religious discrimination).

Sex discrimination —

Generally. *See* **Sex discrimination**.

Terms and conditions of employment—

Dispute connected with terms and conditions. *See* **Trade dispute** (Dispute connected with terms and conditions of employment).

Trade dispute. *See* **Trade dispute**.

Trade union—

Generally. *See* **Trade union**.

Redundancy—

Employer's duty to consult appropriate trade union. *See* **Redundancy** (Employer's duty to consult appropriate trade union).

Unfair dismissal. *See* **Unfair dismissal**

Written particulars of terms—

Generally. *See* **Master and servant** (Contract of service—Written particulars of terms of employment).

EMPLOYMENT APPEAL TRIBUNAL

Practice—

Appeals—

Appeals out of time—Institution of appeals—Appeals not appearing to disclose arguable points of law—Interlocutory applications—Meetings for directions—Right to inspect and copy certain documents—Listing of appeals—Admissibility of documents—Complaints of bias—Exhibits and documents for use at hearing. **Practice Direction** [1978] 2 293, EAT.

ENFORCEMENT

Notice —

Planning control. *See* **Town and country planning** (Enforcement notice).

ENFRANCHISEMENT

Lease. *See* **Landlord and tenant** (Leasehold enfranchisement).

ENTITLEMENT

Supplementary benefit. *See* **Supplementary benefit** (Entitlement).

ENTRY

United Kingdom—

Commonwealth immigrant. *See* **Commonwealth immigrant** (Admission).

Immigration. *See* **Immigration**.

EQUAL PAY

Men and women—

Equality of treatment. *See* **Employment** (Equality of treatment between men and women).

EQUALITY

Employment—

Equality of treatment. *See* **Employment** (Equality of treatment between men and women).

EQUITABLE INTEREST

See **Equity** (Equitable interest).

EQUITABLE LICENCE

Licence to occupy premises. *See* **Licence** (Licence to occupy premises—Equitable licence).

EQUITABLE SET-OFF

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EQUITY

Acquiescence—

Equitable defence. *See* **Acquiescence** (Equitable defence).

EQUITY (cont)**Damages—****Sale of land—**

Equitable damages in lieu of specific performance. *See* **Sale of land** (Damages for breach of contract—Damages in substitution for specific performance—Damages at common law for repudiation of contract—Equitable damages in lieu of specific performance).

Election—**Election against will—**

Effect—Protected life interest—Liability to compensate disappointed beneficiaries—Election giving rise to liability to compensate—Need for disappointed beneficiaries to be compensated out of beneficial interest of elector—Doctrine of election not concerned with requiring elector to forfeit his beneficial interest—Election by beneficiary against will—Availability of trust fund subject to protected life interest to compensate disappointed beneficiaries—Intention of testator. *Re Gordon's Will Trusts* [1978] 2 969, CA.

Equitable interest—

Priority over mortgage. *See* **Mortgage** (Equitable interest—Priority).

Injunction. See Injunction**Inspection of foreign property—**

Jurisdiction in personam. *See* **Conflict of laws** (Jurisdiction—Title to foreign immovables—Equitable jurisdiction in personam—Flat in Paris used to store goods to defraud creditors—Application by defrauded creditors for order for inspection of flat).

Private right or interest—

Protection by injunction. *See* **Practice** (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion).

Relief against contractual terms—**Mortgage—**

Redemption. *See* **Mortgage** (Redemption—Relief against contractual terms in mortgage transaction).

Set-off—

Charterparty hire. *See* **Shipping** (Time charterparty—Hire—Equitable set-off).

Undue influence —**Presumption of undue influence —**

Wealthy old man and friend of lower social status —Gift by autocratic eccentric country gentleman to proprietor of small garage of all shooting rights for a term of 99 years over donor's estate —Donee keeping donor company and performing personal services for him in last years of his life —Donor insisting that lease granting shooting rights should be drawn up by donee's solicitor and refusing to take independent advice —Grant of lease substantially reducing value of estate —Whether relationship and nature of gift giving rise to presumption of undue influence —Whether presumption rebuttable only by proof that donor was independently advised about transaction or rebuttable by proof that gift was a spontaneous independent act of friendship. *Re Brocklehurst (deceased)* [1978] 1 767, CA.

ESTATE

Administration of deceased person's estate. *See* **Administration of Estates**.

Proceedings against estate. *See* **Executor and administrator** (Proceedings against estate).

ESTATE AGENT**Authority—****Authority to create tenancy—**

Agent invited by owner to find occupants for premises—Agent required to refer prospective occupants to owner—Agent denied authority to create tenancy—Owner telling prospective occupiers to deal with agent who would attend to details of agreement—Agent entering into tenancy agreement with prospective occupiers—Whether owner held out agent as having authority to create tenancy—Whether owner bound by agreement entered into by agent. *Walsh v Griffiths-Jones* [1978] 2 1002, Cty Ct.

ESTATE CONTRACT

Registration as land charge. *See* **Land charge** (Estate contract).

ESTATE DUTY**Property situate out of Great Britain—****Shares—**

Shares registered abroad but certificates held in England—Testatrix dying domiciled in Rhodesia—Testatrix owner of shares—Shares registered in South Africa—Share certificates lodged with bank in England for safe keeping—Shares able to be dealt with in both England and South Africa—Situs of shares—Whether testatrix would in ordinary course of affairs have dealt with shares in England or in South Africa—Whether shares to be treated as 'situate out of Great Britain' for estate duty purposes—Finance Act 1949, s 28(2). *Standard Chartered Bank Ltd v Inland Revenue Comrs* [1978] 3 644, ChD.

ESTOPPEL**Covenant—****Restrictive covenant affecting land—**

Acquiescence in breach of covenant. *See* **Acquiescence** (Equitable defence—Action to enforce legal right—Need to establish that it would be dishonest or unconscionable for plaintiff to seek to enforce right—Delay on part of plaintiff because of doubt whether defendant's acts constituting infringement of plaintiff's legal right—Restrictive covenant affecting land).

Issue estoppel—

Res judicata. *See* **Res judicata, post**.

Redundancy payment —

Rebate to employer. *See* **Redundancy** (Payment — Rebate to employer — Entitlement — Estoppel).

ESTOPPEL (cont)

Res judicata—

Admission of evidence—

Decision by judge to strike out reply based on statement in affidavit filed in Beddoe proceedings for court's directions on the litigation—Judge deciding that confidentiality attaching to Beddoe proceedings attaching to affidavit—Deponent dying—Plaintiff contending at trial of action that affidavit admissible as evidence of facts stated in affidavit—Whether plaintiff estoppel from admitting affidavit in evidence by judge's decision to strike out reply. **Midland Bank Trust Co Ltd v Green** [1978] 3 555, ChD.

EUROPEAN ECONOMIC COMMUNITY

Restriction on freedom to provide services—

Injury to reputation and goodwill in England—

Reputation of business carried on in another member state—Prospective goodwill in relation to future business which might be set up in England—Injunction having effect of protecting plaintiff's freedom to provide services in England—EEC Treaty, art 59. **Maxim's Ltd v Dye** [1978] 2 55, ChD.

Treaty provisions—

Direct application in member states—

Municipal law no longer applicable—Prohibition on imports—Person importing obscene goods from member state of EEC contrary to customs legislation—United Kingdom legislation imposing total ban on importation of obscene goods—EEC Treaty precluding 'quantitative restrictions on imports' unless restrictions 'justified on grounds of public morality [or] public policy'—Whether United Kingdom legislation a 'quantitative restriction on imports'—Whether prohibition 'justified on grounds of public morality [or] public policy'—EEC Treaty, arts 30, 36—Customs Consolidation Act 1876, s 42. **R v Henn** [1978] 3 1190, CA.

EVIDENCE

Admissability—

Estoppel. *See* **Estoppel** (Res judicata—Admission of evidence).

Appeal—

County court—

Judge's notes of evidence. *See* **County court** (Appeal—Evidence—Judge's notes of evidence).

Burden of proof—

Bankruptcy—

Rescission of receiving order—Burden of proof on debtor. *See* **Bankruptcy** (Receiving order—Rescission—Burden of proof on debtor).

County court—

Judge's notes of evidence. *See* **County court** (Appeal—Evidence—Judge's notes of evidence).

Criminal proceedings. *See* **Criminal evidence**.

Document —

Admissibility. *See* **Document** (Admissibility in evidence).

Foreign tribunal—

Examination of witness in relation to matters pending before foreign tribunal—

Evidence ... for purpose of civil proceedings—Production of documents—Extent of court's jurisdiction to make order for production of documents—Discovery against persons not parties to foreign action—Discovery in nature of a 'fishing' operation not permissible—Need to specify documents with sufficient particularity—Evidence (Proceedings in Other Jurisdictions) Act 1975, ss 1(1)(b), 2(1)(4)(b). **Rio Tinto Zinc Corpn v Westinghouse Electric Corpn** [1978] 1 434, HL.

Privilege of witness from giving evidence he would not be compelled to give before foreign tribunal—Privilege against self-incrimination—Letters rogatory issued by United States Court to High Court—Claim to privilege under Fifth Amendment to United States Constitution—United States judge ruling that claim to privilege well taken—Subsequently United States Department of Justice requesting evidence for purpose of investigation into possible criminal offences against United States anti-trust laws—United States judge at instance of Department of Justice making orders compelling giving of evidence—Policy of United Kingdom Government not to comply with extra-territorial requests for evidence for purpose of foreign criminal investigations—Whether witnesses could claim privilege—Evidence (Proceedings in Other Jurisdictions) Act 1975, s 3(1)(b). **Rio Tinto Zinc Corpn v Westinghouse Electric Corpn** [1978] 1 434, HL.

Handwriting—

Comparison of handwriting—

Criminal evidence. *See* **Criminal evidence** (Handwriting—Comparison of handwriting).

Highway—

Classification. *See* **Highway** (Classification—Definitive map—Conclusive evidence of classification).

Magistrates—

Preliminary hearing—

Evidence for the defence. *See* **Criminal law** (Committal—Preliminary hearing before justices—Evidence for the defence).

Medical evidence—

Diminished responsibility—

Murder. *See* **Criminal law** (Murder—Diminished responsibility — Medical evidence).

EVIDENCE (cont)**Privilege—****Incrimination of witness or spouse—**

Belief that evidence would expose witness to proceedings for offence or recovery of penalty—Reasonable ground for belief—Sufficient to show real and appreciable risk that proceedings would be taken or increase of an existing risk of proceedings—Discovery of documents—Production of documents by company sought by party to American proceedings for use as evidence in those proceedings—Documents disclosing that company was a member of an international cartel—Cartels prohibited under EEC law—European Commission having power to impose fine for breach of prohibition—Commission aware for five years of existence of cartel but no action taken by commission—Whether production of documents would tend to expose company to greater risk of proceedings for recovery of a fine—Whether company having reasonable ground for belief in risk of proceedings—Whether company entitled to claim privilege from production of documents—Civil Evidence Act 1968, s 14(1)—Evidence (Proceedings in Other Jurisdictions) Act 1975, s 3(1)(a)—EEC Treaty, art 85—EEC Council Regulation 17/62, art 15(2). *Rio Tinto Zinc Corp'n v Westinghouse Electric Corp'n* [1978] 1 434, HL.

Record relating to trade or business—

Criminal proceedings. *See* **Criminal evidence** (Record relating to trade or business).

Similar facts—

Similar offences—Probative value. *See* **Criminal evidence** (Improper conduct of accused on other occasions—Similar offences—Probative value—Similar facts).

Striking out of action—**No reasonable cause of action—**

Originating summons—Evidence inadmissible on an application to strike out. *See* **Pleading** (Striking out—No reasonable cause of action—Originating summons—Evidence inadmissible on an application to strike out).

Will —**Construction —**

Evidence of sense in which testator used term. *See* **Will** (Construction—Evidence of sense in which testator used term).

EX PARTE APPLICATION**Husband and wife—**

Injunction. *See* **Injunction** (Husband and wife—Ex parte application).

EXAMINATION**Witness—****Foreign tribunal—**

Examination of witness in relation to matters pending before foreign tribunal. *See* **Evidence** (Foreign tribunal—Examination of witness in relation to matters pending before foreign tribunal).

EXCEPTION

Motor insurance. *See* **Motor insurance** (Exception).

EXCHANGE**Contracts—**

Sale of land. *See* **Sale of land** (Exchange of contracts).

Shares or debentures—**Company amalgamation—**

Capital gains tax. *See* **Capital gains tax** (Disposal of assets—Company amalgamation—Exchange of shares or debentures).

EXCHANGE CONTROL**Contravention of legislation—****Illegality—**

Defence. *See* **Tort** (Fraud—Defence of illegality—Unwitting contravention of statute by plaintiff—Exchange control legislation).

EXECUTION

Bankruptcy. *See* **Bankruptcy** (Execution).

Deed—

Generally. *See* **Deed** (Execution).

Warrant—**Irish warrant—**

Indorsement for execution in England. *See* **Magistrates** (Irish warrant—Indorsement for execution in England).

EXECUTOR AND ADMINISTRATOR**Action against—****Application for directions on litigation—**

Affidavit by executors. *See* **Discovery** (Production of document—Affidavit—Affidavit filed in Beddoe proceedings by executors for court's directions on litigation).

Affidavit by—**Beddoe proceedings—**

Production of affidavit. *See* **Discovery** (Production of document—Affidavit—Affidavit filed in Beddoe proceedings by executors for court's directions on litigation).

Appropriation—

Intestacy. *See* **Intestacy** (Appropriation by personal representatives).

Beddoe proceedings—

Affidavit—Production in litigation. *See* **Discovery** (Production of document—Affidavit—Affidavit filed in Beddoe proceedings by executors for court's directions on litigation).

EXECUTOR AND ADMINISTRATOR (cont)

Proceedings against estate

No grant of probate or administration made—

Appointment of person to represent deceased's estate for purpose of proceedings—Action against 'personal representatives' of deceased where no grant of probate or administration made—Appointment of Official Solicitor to represent estate only for purpose of accepting service of writ—Judgment in default of appearance obtained—Proceedings to enforce judgment—Whether judgment enforceable—Proceedings against Estates Act 1970, s2—RSC Ord 15, 6A. *Re Amirteymour (deceased)* [1978] 3 637, CA.

EXEMPLARY DAMAGES

Generally. *See* **Damages** (Exemplary damages).

EXEMPTION

Capital gains tax. *See* **Capital gains tax** (Exemptions and reliefs).

Sunday closing —

Jewish shop. *See* **Shop** (Sunday closing.—Exemption — Jewish shop).

EXHIBITION

Agricultural and horticultural produce—

Charitable object. *See* **Charity** (Benefit to community—Showground, park and recreation—Exhibition of agricultural and horticultural produce).

EXPENSES

Income tax—

Deduction in computing profits. *See* **Income tax** (Deduction in computing profits).

Local government. *See* **Local government** (Expenses).

Solicitor —

Legal aid —

Taxation of costs —Solicitor's fees and expenses. *See* **Legal aid** (Taxation of costs —Solicitor's fees and expenses).

Legal aid taxation —

Solicitor's fees and expenses. *See* **Legal aid** (Taxation of costs —Solicitor's fees and expenses).

Travel—

Income tax. *See* **Income tax** (Deduction in computing profits—Travelling expenses).

EXPERT

Evidence—

Obscene publication—

Evidence to show publication in interest of learning. *See* **Criminal law** (Obscene publications—Defence of public good—Publication justified on ground that article is in interests of science, literature, art or learning or other objects of general concern—Interests of learning—Sex education—Whether sex education is in interests of learning—Whether interests of learning limited to products of scholarship—Whether expert evidence that publication is in interests of sex education admissible).

EXPIRY

Laytime —

Shipping —

Demurrage. *See* **Shipping** (Demurrage —Expiry of laytime).

EXPORT

Licence—

Sale of goods—

Seller's duty to obtain licence. *See* **Sale of goods** (Duty of seller—Export licence).

EXTENSION OF TIME

Appeal—

Court of Appeal. *See* **Court of Appeal** (Time for appeal—Extension of time for appeal).

EXTINGUISHMENT

Covenant affecting land. *See* **Restrictive covenant affecting land** (Extinguishment).

EXTRADITION

Discharge of fugitive—

Circumstances rendering it unjust or oppressive to return fugitive—

Circumstances court may have regard to—Passage of time since commission of alleged offence—Material witness becoming no longer available and compellable as a witness—Fugitive developing sense of security from prosecution during passage of time—Whether factors in determining whether circumstances rendered it 'unjust or oppressive' to return fugitive—Fugitive Offenders Act 1967, s 8(3)(b). *Kakis v Government of the Republic of Cyprus* [1978] 2 634, HL.

Circumstances court may have regard to—Passage of time since commission of alleged offence—Responsibility for passage of time—Whether responsibility of fugitive or requesting government for delay relevant in determining whether circumstances rendered it 'unjust or oppressive' to return fugitive—Fugitive Offenders Act 1967, s 8(3)(b). *Kakis v Government of the Republic of Cyprus* [1978] 2 634, HL.

Fugitive offender—

Discharge of offender. *See* **Discharge of fugitive, ante**.

FACT

Mistake of fact. *See* **Mistake** (Mistake of fact).

FACULTY

See **Ecclesiastical law** (Faculty).

FALSE INFORMATION

Furnishing false information. *See* **Criminal law** (Furnishing false information).

FAMILY

Member of...tenant's family—

Statutory tenant—

Friend of statutory tenant—Friend treated as tenant's nephew—No family relationship. *See* **Rent restriction** (Death of tenant—Claim by friend to remain in possession—Friend young man who had looked after elderly female tenant for many years—Platonic relationship between tenant and friend—Tenant treated friend as her nephew—No family relationship—Friend regarded by everyone as tenant's nephew—Whether friend could succeed to tenancy as statutory tenant—Whether 'member of...tenant's family').

FAMILY PROVISION

Appeal—

Appeal from master's decision—

Application heard by master in chambers—Appeal by way of rehearing—Master to ensure record of proceedings taken—Witnesses not to attend rehearing unless directed by judge. **Practice Direction** [1978] 2 167, ChD.

Jurisdiction—

Polygamous marriage—

Application by 'the wife of the deceased'—Applicant a wife of deceased under a polygamous marriage—Whether applicant 'the wife of the deceased'—Whether court having jurisdiction to entertain application from party to polygamous marriage—Inheritance (Provision for Family and Dependents) Act 1975, s 1(1) (a). **Re Sehota (deceased)** [1978] 3 385, ChD.

Order—

Endorsement—

Consent order—Order embodying terms of compromise made in proceedings in Chancery Division—Endorsement of probate or letters of administration—Inheritance (Provision for Family and Dependents) Act 1975. **Practice Direction** [1978] 3 1032, ChD.

Person who immediately before deceased's death was being maintained by deceased—

Substantial contribution by deceased towards applicant's reasonable needs otherwise than for full valuable consideration—

Full valuable consideration—Burden of proof on applicant to show that he did not provide full valuable consideration—Applicant living with elderly arthritic sister provided with free board and lodging and all household expenses by sister—In return applicant acting as companion to sister, helping her to dress and sharing with her light housework and cooking—Applicant suffering disturbed nights in caring for sister—Whether services provided and detriments suffered by applicant constituting full valuable consideration for provision of board, lodging and expenses—Whether applicant entitled to apply for reasonable provision out of sister's estate—Inheritance (Provision for Family and Dependents) Act 1975, s 1(1)(e)(3). **Re Wilkinson (deceased)** [1978] 1 221, FamD.

Widow—

Polygamous wife. *See* Jurisdiction—Polygamous marriage, *ante*.

FARE

Railway—

Travelling with intent to avoid paying fare. *See* **Railway** (Offence—Travelling on railway with intent to avoid payment of fare).

FATAL ACCIDENT

Action—

Right of action—

Effect of negligence of one dependant on rights of other dependants—Claim on behalf of child in respect of father's death—Death caused by negligence of mother—Whether validity of child's claim affected by mother's negligence—Fatal Accidents Act 1846, s 2. **Dodds v Dodds** [1978] 2 539, QBD.

Damages—

Benefits excluded in assessing damages—

Dependency of child—Earnings of mother after father's death—Mother supporting child from earnings—Mother taking up full-time work after death of father—Prior to death mother working part-time and contributing her earnings to family pool—Whether mother's earnings after death to be taken into account in calculating dependency. **Dodds v Dodds** [1978] 2 539, QBD.

Multiplier—

Date at which multiplier to be determined—Determination at date of trial—Dependency of child—Child aged twelve and a half at date of trial—Appropriate multiplier five. **Dodds v Dodds** [1978] 2 539, QBD.

Pecuniary loss—

Calculation—Dependency of child—Death of father—Expenditure of family drawn from pool consisting of both parents' earnings—Dependency to be calculated by adding together expenditure exclusively on child and expenditure on family as a whole and calculating father's contribution to that total—Division of pecuniary loss between period before trial and period after trial—Interest. **Dodds v Dodds** [1978] 2 539, QBD.

Calculation—Division of award into two parts—Pre-trial loss and post-trial loss—Pre-trial loss to be calculated arithmetically—Post-trial loss based on deceased's estimated earnings at date of trial and appropriate multiplier. **Cookson v Knowles** [1978] 2 604, HL.

Insurance—

Exclusion of liability—

Injury resulting from deliberate exposure to exceptional danger. *See* **Insurance** (Accident insurance—Exception clause—Exclusion of liability if injury resulted from deliberate exposure to exceptional danger).

FATAL ACCIDENT (cont)

Limitation of action—

Court's power to override time limit. *See* **Limitation of action** (Court's power to override time limit in personal injury or fatal accident claim).**FAULT**

Bailee—

Loss of goods—

Liability of bailee—Gratuitous bailment—Onus of proof. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Onus of proof—Loss of goods).**FEE**

Solicitor—

Legal aid—

Taxation of costs—Solicitor's fees and expenses. *See* **Legal aid** (Taxation of costs—Solicitor's fees and expenses).

Legal aid taxation—

Solicitor's fees and expenses. *See* **Legal aid** (Taxation of costs—Solicitor's fees and expenses).**FERRY**Injunction. *See* **Injunction** (Mandatory injunction—Discretion over grant of remedy—Franchise ferry).

Nuisance—

Right of corporation to sue. *See* **Nuisance** (Public nuisance—Right of corporation to sue—Franchise ferry).

Public ferry—

Franchise—

Owner's duty to maintain and operate—Nature and extent of duty—Duty to have ferry in operation at all reasonable hours—Test of reasonableness. **Gravesham Borough Council v British Railways Board** [1978] 3 853, ChD.**FIDUCIARY DUTY**

Bank—

Trust account. *See* **Bank** (Account—Trust account—Fiduciary duty).

Sale of land—

Purchaser's duty to vendor. *See* **Sale of land** (Purchaser—Fiduciary duty to vendor).**FINANCIAL PROVISION**Divorce. *See* **Divorce** (Financial provision).**FINGERPRINTS**Evidence in criminal proceedings. *See* **Criminal evidence** (Fingerprints).**FIREARMS**

Certificate—

Exemption—

Shot gun—Smooth-bore gun with barrel not less than 24 inches in length—Rifle altered by removing rifling from barrel—Rifle still capable of firing ammunition originally appropriate for it—Rifle less accurate but still a lethal weapon—Whether rifle as altered a 'shot gun'—Firearms Act 1968, s 1(3) (a). **Creaser v Tunnicliffe** [1978] 1 569, QBD.**FISH**

Injunction to restrain removed—

Discovery—

Identification of wrongdoers. *See* **Discovery** (Discovery against parties to proceedings—Discovery for purpose of identifying other parties—Identification of wrongdoers—Right of discovery distinct from right to serve interrogatories—Right not limited to protection of particular class of property—Action for injunction to restrain removal of fish from fishery).**FITNESS**

House—

Fitness for habitation—

Warranty in contract—Construction. *See* **Contract** (Construction—Warranty—Fitness of house for habitation).**FIXED TERM CONTRACT**

Employment—

Expiry of contract—

Unfair dismissal—Expiry of contract for fixed term without renewal of contract. *See* **Unfair dismissal** (Dismissal—Expiry of contract for fixed term without renewal of term).**FLOATING RESTAURANT**

Capital allowances—

Income tax—

Ship used as floating restaurant—Whether ship plant. *See* **Income tax** (Capital allowances—Plant—Apparatus used by taxpayer for purpose of business—Ship used as floating restaurant).**FLOOR AREA**

New development—

Town and country planning—

Condition as to maximum floor area. *See* **Town and country planning** (Permission for development—Condition—Maximum floor area of new development).

FOOD AND DRUGS

Defence to proceedings—

Contravention due to act or default of third party—

Any person—Third party not required to be a person who supplied food—Fitter employed to clean lager pumping equipment at restaurant—Fitter leaving caustic soda used to clean equipment in empty lemonade bottle under bar counter of restaurant—Inadequate labelling of bottle by fitter—Lemonade supplied to customers kept under bar counter—Caustic soda by mistake supplied to customer as lemonade—Manager of restaurant contravening food and drugs legislation—Whether fitter liable to third party proceedings on account of his act or default—Food and Drugs Act 1955, s 113(1). **Meah v Roberts** [1978] 1 97, QBD.

Sale—

Food—

Supply of substance other than food—Supply of wholly different article from that demanded by purchaser—Caustic soda supplied as lemonade in restaurant—Whether manager of restaurant 'sold...food' not of nature demanded and unfit for human consumption—Food and Drugs Act 1955, ss 2(1), 8(1)(a). **Meah v Roberts** [1978] 1 97, QBD.

FOOTBALL

Charity—

Promotion and encouragement of sport—

Trust to promote association football in schools and universities. *See* **Charity** (Education—Educational purposes—Sport—Promotion and encouragement of sport—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games).

FOOTPATH

Classification—

Definitive map—

Conclusive evidence of classification. *See* **Highway** (Classification—Definitive map—Conclusive evidence of classification—Designation of road on definitive map as footpath).

FORCE MAJEURE

Sale of goods—

Government intervention beyond seller's control—

Seller a state trading organisation—Identity of government and seller—London Refined Sugar Association form of contract—Contract void if delivery prevented 'by Government intervention... beyond seller's control'—Polish state trading organisation entering into contract with English purchasers for export of sugar—Polish government imposing ban on exports due to crop failure—State organisation separate legal entity and not entitled to claim sovereign immunity but under supervision and accountable to department of Polish government—Whether organisation and the government the same—Whether prevention of delivery was due to 'Government intervention... beyond seller's control'—Rules of London Refined Sugar Association, r 18 (a). **C Czarnikow Ltd v Centrala Handlu Zagranicznego 'Rolimpex'** [1978] 2 1043, HL.

FOREIGN ASSETS

Administration of estates—

Hotchpot—

Assets to be taken into account—Partial intestacy. *See* **Administration of estates** (Partial intestacy—Hotchpot—Assets to be taken into account—Foreign assets).

FOREIGN CAUSE OF ACTION

Stay of proceedings. *See* **Practice** (Stay of proceedings — Foreign cause of action).

FOREIGN CHATTELS

Conflict of laws. *See* **Conflict of laws** (Foreign chattels).

FOREIGN CURRENCY

Arbitration—

Award. *See* **Arbitration** (Award—Foreign currency).

Loan index-linked to foreign currency—

Repayment. *See* **Money** (Loan—Repayment of loan index-linked to foreign currency).

Payment in foreign currency—

Date at which rate of exchange calculated. *See* **Money** (Currency—Date at which rate of exchange calculated—Payment made after date of default but before judgment).

FOREIGN DECREE

Divorce. *See* **Divorce** (Foreign decree).

FOREIGN GOVERNMENT

Recognition—

Validity of laws—

Law as declared by foreign government. *See* **Conflict of laws** (Foreign government—Recognition—Law as declared by foreign government).

FOREIGN JUDGMENT

Registration in England. *See* **Conflict of laws** (Foreign judgment—Registration in England).

FOREIGN LAND

Conflict of laws. *See* **Conflict of laws** (Foreign land).

FOREIGN POSSESSIONS

Income tax. *See* **Income tax** (Foreign possessions).

FOREIGN STATE

Immunity from suit. *See* **Constitutional law** (Foreign sovereign state — Immunity from suit).

FOREIGN TRIBUNAL

Evidence. *See* **Evidence** (Foreign tribunal).

FORFEITURE

Deposit—

Sale of land. *See* **Sale of land** (Deposit—Forfeiture).

Lease —

Generally. *See* **Landlord and tenant** (Forfeiture of lease).

Order—

Sentence. *See* **Sentence** (Forfeiture order).

FORGERY

Search warrant—

Police—

Forged documents or instruments. *See* **Police** (Search warrant—Forged documents or instruments).

FRAUD

Agent—

Bribe—

Remedies of principal against bribed agent—Recovery of amount of bribe or damages for fraud. *See* **Agent** (Secret commission—Bribe—Remedies of principal against bribed agent—Recovery of amount of bribe as money had and received or claim for damages for fraud in respect of loss sustained).

Obtaining property by deception. *See* **Criminal law** (Obtaining property by deception).

Tort. *See* **Tort** (Fraud).

FRAUDULENT TRADING

Company—

Winding-up. *See* **Company** (Winding-up—Fraudulent trading).

FREEDOM OF TRADE

European Economic Community—

Restriction on freedom to provide services. *See* **European Economic Community** (Restriction on freedom to provide services).

FREEHOLD

Acquisition by long leaseholder. *See* **Landlord and tenant** (Leasehold enfranchisement).

FRESH POINT

Appeal to Privy Council. *See* **Privy Council** (Fresh point).

FRIENDLY SOCIETY

Dissolution—

Division or appropriation of funds—

Division or appropriation otherwise than to effect objects of society—Instrument of dissolution providing for division or appropriation of funds among bodies having no claim by law on society's funds—Adequate provision made for satisfying members' claims—Whether disposal of society's funds to body or person having no claim by law on funds permitted—Friendly Societies Act 1896, s 79(4). *Re* **Bucks Constabulary Widows' and Orphans' Fund Friendly Society** [1978] 2 571, ChD.

FRUSTRATION

Contract—

Force majeure. *See* **Force majeure**.

Contract of service. *See* **Master and servant** (Contract of service—Frustration).

FUGITIVE OFFENDER

Discharge. *See* **Extradition** (Discharge of fugitive).

FUMIGATION

Cargo —

Expiry of laytime —

Cargo fumigated after expiry of laytime while vessel waiting in roads. *See* **Shipping** (Demurrage —Expiry of laytime —Cargo fumigated after expiry of laytime while vessel waiting in roads).

FUND

Guarantee fund—

Building society. *See* **Building society** (Powers—Guarantee fund).

FUNDAMENTAL BREACH OF CONTRACT

See **Contract** (Fundamental breach).

FUNDS

Friendly society—

Division or appropriation of funds on dissolution. *See* **Friendly society** (Dissolution—Division or appropriation of funds).

FURNISHED PREMISES

Rent restriction. *See* **Rent restriction** (Furnished premises).

FURNISHING FALSE INFORMATION

See **Criminal law** (Furnishing false information).

GAINS

- Capital—
- Taxation. *See* **Capital gains tax**

GAMEKEEPER

- Security of tenure—
- Agricultural worker—
- Livestock keeping—Keeping and rearing pheasants for sport—Gamekeeper occupying cottage on agricultural holding. *See* **Rent restriction** (Agricultural worker—Agriculture—Livestock keeping—Animals kept for production of food—Keeping and rearing of pheasants for sport—Gamekeeper occupying cottage on agricultural holding).

GAMING

- Debt —
- Recovery of money won on a wager —
- Damages for breach of contract of service —Bet accepted on credit without authority of employers —Customer placing credit bets and defaulting in payment of losses —Employers bringing action against manager of licensed betting shop for breach of contract of service —Damages claimed for breach of contract of service equalling amount of unpaid betting losses —Whether action for breach of contract effectively action to enforce payment of a wager —Whether damages recoverable —Gaming Act 1845, s 18. **A R Dennis & Co Ltd v Campbell** [1978] 1 1215, CA.
- Gaming machine —
- Amusement arcade —
- Covenant prohibiting use of land as amusement arcade —Coin-operated amusement machines for children installed on land. *See* **Restrictive covenant affecting land** (Construction of covenant —Amusement arcade —Covenant prohibiting use of land as an amusement arcade —Coin-operated amusement machines for children installed on land).
- Licensing of premises—
- Application for licence—
- Notice advertising making of application—Requirement that notice should include only particulars specified in statute—Application by company for licence in respect of premises—Notice giving all particulars required by statute—Notice in addition stating name and address of company secretary and bearing his signature—Validity of notice—Gaming Act 1968, Sch 2, para 6(2)(4). **R v Brighton Gaming Licensing Committee, ex parte Cotdale Ltd** [1978] 3 897, CA.

GIFT

- Charitable. *See* **Charity**.
- Class gift —
- Settlement. *See* **Settlement** (Class gift).
- Income tax—
- Trading receipt. *See* **Income tax** (Profits—Trading receipts—Voluntary payment).
- Inter vivos—
- Mental capacity to make gift—
- Degree of understanding required—Degree of understanding relative to importance of gift in relation to donor's other assets—Effect of gift to dispose of donor's only asset of real value and pre-empt devolution of estate under will or on intestacy—Donor understanding nature of transaction but not understanding effect on devolution of estate on her death—Validity of gift. **Re Beaney (deceased)** [1978] 2 595, ChD.
- Undue influence —
- Equitable relief. *See* **Equity** (Undue influence).
- Will—
- Generally. *See* **Will** (Gift).

GOING EQUIPPED WITH ARTICLES FOR CHEAT

- See* **Criminal law** (Obtaining property by deception — Going equipped with articles for cheat).

GOODS

- Bailment. *See* **Bailment**.
- Conversion. *See* **Conversion**.
- Forfeiture order—
- Goods found on accused at time of arrest—
- Sentence. *See* **Sentence** (Forfeiture order—Forfeiture of goods found on accused at time of arrest).
- Loss by bailee—
- Gratuitous bailment—
- Liability of bailee—Onus of proof. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Onus of proof—Loss of goods).

GOVERNMENT INTERVENTION

- Sale of goods—
- Force majeure—
- Government intervention beyond seller's control. *See* **Force majeure** (Sale of goods—Government intervention beyond seller's control).

GRATUITOUS BAILMENT

- See* **Bailment** (Gratuitous bailment).

GRIEVOUS BODILY HARM

- See* **Criminal law** (Grievous bodily harm).

GUARANTEE

Fund—

Building society. *See* **Building society** (Powers—Guarantee fund).**GUARD DOG***See* **Animal** (Guard dog).**GUARDIANSHIP**

Practice—

Removal of proceedings from county court to High Court—

Application to be made by originating summons—Summons not required to be served—

Application may be heard by registrar—Documents etc required with application—

Procedure where personal attendance required—Service of order—Guardianship of Minors

Act 1971, s 16(1)—RSC Ord 90, r 10. **Practice Direction** [1978] 3 960, FamD.**GUILTY**Plea. *See* **Criminal law** (Trial—Plea—Guilty).**HABEAS CORPUS**Discharge of fugitive offender. *See* **Extradition** (Discharge of fugitive).

Evidence admissible on application for habeas corpus—

Order for return of applicant under Irish warrant—

Likelihood of prosecution or detention of applicant for another offence of a political character—Evidence of political character of offence or of likelihood of prosecution therefor not tendered before magistrates—Whether fresh or additional evidence admissible on application for habeas corpus. *See* **Magistrates** (Irish warrant—Indorsement for execution in England—Order for return—Likelihood of prosecution or detention for another offence of political character—Evidence to show political character of offence or likelihood of prosecution for another offence of political character not tendered before magistrates—Whether fresh or additional evidence admissible on application for habeas corpus).**HAGUE RULES**

Incorporation in charterparty—

Effect on commencement of arbitration. *See* **Arbitration** (Commencement—Charterparty—Time-bar—Incorporation of Hague Rules).**HANDLER**

Guard dog —

Control by handler. *See* **Animal** (Guard dog — Control by handler).**HANDWRITING**

Criminal evidence—

Comparison of handwriting. *See* **Criminal evidence** (Handwriting—Comparison of handwriting).**HARASSMENT**

Effect on valuation for rating—

Dwelling house—

Harassment by neighbours. *See* **Rates** (Valuation—Dwelling-house—Harassment by neighbours).**HEARING**

Wardship proceedings—

Practice. *See* **Ward of court** (Practice—Hearing).**HIGH COURT**

Adoption proceedings—

Removal from county court. *See* **Adoption** (Practice—Removal of proceedings from county court to High Court).

Guardianship proceedings—

See **Guardianship** (Practice—Removal of proceedings from county court to High Court).

Jurisdiction—

Action triable as commercial action or mortgage action. *See* **Court** (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).Mortgagee's action for possession. *See* **Mortgage** (Action by mortgagee for possession—Jurisdiction of High Court).

Matrimonial order—

Appeal against order of magistrates—

Appeal to High Court. *See* **Husband and wife** (Matrimonial order—Appeal to High Court against order of magistrates).

Taxation of costs —

Appeal to High Court against review of taxation —

Legal aid in criminal proceedings. *See* **Legal aid** (Taxation of costs —Criminal proceedings —Appeal to High Court against review of taxation).

Wardship proceedings—

Jurisdiction—

Exercise of jurisdiction—Juvenile court making care order committing child to care of local authority—Parents wishing to return to their own country with child—Application by parents for child to be made ward of court. *See* **Ward of court** (Jurisdiction—Inherent jurisdiction—Circumstances in which exercisable—Factors to be considered—Juvenile court making care order committing child to care of local authority—Parents wishing to return to their own country with child—Application by parents for child to be made ward of court).

HIGHWAY

Classification—

Definitive map—

Conclusive evidence of classification—Designation of road on definitive map as footpath—Research revealing evidence that until late 17th century road used as public carriageway—Owners of holiday camp erected subsequent to date of definitive map wishing to use road as access for vehicles to and from camp—Whether definitive map conclusive evidence of existence of right of way on foot only until road reclassified on a subsequent review—Whether classification as footpath without prejudice to question whether other rights of way existed over road—National Parks and Access to the Countryside Act 1949, s 32(4)(a). **Suffolk County Council v Mason** [1978] 2 618, CA.

Definitive map. *See* Classification—Definitive map, *ante*.

Maintenance—

Negligence—

Street works—Hole dug in pavement by local authority workmen for junction box—Metal plate fixed over hole protruding about one-eighth of an inch above surrounding pavement—Pedestrian tripping over metal plate and sustaining injuries—Whether metal plate introduced new and unexpected hazard to pedestrians—Whether local authority liable. **Pitman v Southern Electricity Board** [1978] 3 901, CA.

Scope of duty to maintain—

Duty to repair and keep in repair—Removal of obstructions—Highway rendered dangerous by snow and ice—Footpath much used by pedestrians—Highway authority informed of dangerous condition within four days of onset of icy conditions—Authority acting promptly by gritting path—Plaintiff injured by slipping on ice before gritting carried out—Whether duty to maintain wider than duty to repair and keep in repair—Whether duty to maintain including duty to remove ice—Whether highway authority in breach of duty to maintain—Highways Act 1959, s 44(1). **Haydon v Kent County Council** [1978] 2 97, CA.

Obstruction—

Removal—

Civil liability for failure to remove obstruction—Snow and ice on highway—Injury caused by failure to remove snow and ice—Whether highway authority liable. **Haydon v Kent County Council** [1978] 2 97, CA.

Repair—

Generally. *See* Maintenance, *ante*.

HIRE

Ship—

Contract for hire of barges. *See* **Misrepresentation** (Damages—Reasonable ground for belief that facts represented true—Contract for hire of barges).

Time charterparty—

Cesser of hire. *See* **Shipping** (Time charterparty—Cesser of hire).

Equitable set-off. *See* **Shipping** (Time charterparty—Hire—Equitable set-off).

HIRE-PURCHASE

Agreement—

Statement in hire-purchase agreement—

False statement—Falsifying document made or required for accounting purposes. *See* **Criminal law** (Furnishing false information—Falsifying document made or required for accounting purposes—False in a material particular—Material particular—Statement in hire-purchase agreement produced to finance company that hirer had been a company director for eight years—Statement false).

Conversion of goods—

Owner's right to possession—

Right to immediate possession. *See* **Conversion** (Possession—Right to immediate possession—Hire-purchase owner).

HOLDER IN DUE COURSE

Bill of exchange. *See* **Bill of exchange** (Holder in due course).

HOLDING

Agricultural. *See* **Agricultural holding**.

HOLIDAY LETTING

Exclusion from protection of Rent Acts. *See* **Rent restriction** (Protected tenant—Excluded tenancies—Holiday letting).

HOME

Mobile home. *See* **Mobile home**.

HOMOSEXUALITY

Soliciting for immoral purposes —

Homosexual acts in private between consenting adults. *See* **Criminal law** (Soliciting for immoral purposes — Immoral purposes — Homosexual acts in private between consenting adults).

HOSPITAL

Records—

Disclosure—

Personal injuries or death—Disclosure to persons not parties to proceedings. *See* **Discovery** (Discovery against persons not parties to proceedings—Claim in respect of personal injuries or death—Production of documents 'to the applicant'—Court ordering disclosure of medical records to applicant's 'legal advisers').

Evidence in criminal proceedings—

Trade or business. *See* **Criminal evidence** (Record relating to trade or business—Trade or business—Hospital).

HOSTEL

- Working men's hostel—
- Charitable purpose. *See* **Charity** (Relief of poverty—Working men's hostel).

HOTCHPOT

- Partial intestacy. *See* **Administration of Estates** (Partial intestacy—Hotchpot).

HOUSE

- Fitness for habitation—
- Warranty in contract—
- Construction. *See* **Contract** (Construction—Warranty—Fitness of house for habitation).
- Housing legislation. *See* **Housing**.
- Mobile home. *See* **Mobile home**.
- Negligence in construction of house—
- Nature of damage giving rise to cause of action. *See* **Negligence** (Damage—Nature of damage giving rise to cause of action—Negligence in construction).
- Value—
- House unfit for human habitation—
- House capable at reasonable expense of being rendered fit—Cost of repairs compared to value of house. *See* **Housing** (House unfit for human habitation—Notice to execute works—House capable at reasonable expense of being rendered fit—Factors to be considered—Cost of repairs compared to value of house).

HOUSE OF LORDS

- Costs—
- Petition for leave to appeal—
- Petitions referred and not referred for oral hearing. **Procedure Direction** [1978] 1 247, HL.
- Leave to appeal—
- Costs. *See* **Costs**—Petition for leave to appeal, *ante*.

HOUSING

- Accommodation of working classes—
- Charitable purpose. *See* **Charity** (Relief of poverty—Working men's hostel).
- Compulsory purchase—
- Compensation—
- House wholly or partly occupied as private dwelling—Occupied as private dwelling—
- Occupied as private dwelling throughout qualifying period—House purchased during qualifying period—Purchaser not taking up residence in house until one month after vendor ceased to reside in house—Furniture bought by purchaser from vendor in house from date vendor ceased to reside—Purchaser decorating house in month before he took up residence—Whether during month house occupied 'as a private dwelling'—Whether presence of furniture in house imparting quality of occupation as a dwelling house—Housing Act 1969, Sch 5, para 1(1)(b). **Laundon v Hartlepool Borough Council** [1978] 2 307, CA.
- Inquiry by inspector—
- Natural justice—Opportunity to be heard—Religion precluding party from attending on date set for hearing. *See* **Natural justice** (Public inquiry—Duty to hear parties—Opportunity to be heard—Religion prohibiting party from attending on date set for hearing—Housing).
- House unfit for human habitation—
- Notice to execute works—
- Appeal to county court—Matters to be considered—Whether county court judge restricted in matters to which he may have regard—Whether relevance only limit on matters to which county court judge may have regard—Housing Act 1957, s 11. **Hillbank Properties Ltd v London Borough of Hackney** [1978] 3 343, CA.
- House capable at reasonable expense of being rendered fit—Factors to be considered—Cost of repairs compared to value of house—Value—House occupied by sitting protected tenant—Value of house with sitting protected tenant less than value with vacant possession—Cost of repairs exceeding value of house with sitting tenant but less than value of house with vacant possession—Whether value of house valued with sitting tenant or with vacant possession—Housing Act 1957, s 39(1). **Hillbank Properties Ltd v London Borough of Hackney** [1978] 3 343, CA.
- House capable at reasonable expense of being rendered fit—Factors to be considered—Duty of local authority to be satisfied that house is in state of disrepair but that it is capable at reasonable expense of being rendered fit—Local authority's surveyor inspecting house and reporting to local authority that house in state of disrepair but capable at reasonable expense of being rendered fit—Local authority accepting report without discussion and serving notice on owner to execute repairs—Whether local authority required to make enquiries as to owner of house, cost of repairs or value of property—Whether local authority fulfilling their duty by acting on basis of surveyor's report—Housing Act 1957, s 9(1A). **Hillbank Properties Ltd v London Borough of Hackney** [1978] 3 343, CA.
- Premises beyond repair at reasonable cost—
- Purchase in lieu of demolition—Power of local authority to purchase house which is or can be rendered capable of providing accommodation which is adequate for the time being—Extent of power—Whether limited to power to acquire house for purpose of providing temporary accommodation pending demolition—Whether including power to purchase house with a view to restoring it for purpose of long-term occupation—Housing Act 1957, s 17(2). **Victoria Square Property Co Ltd v London Borough of Southwark** [1978] 2 281, CA.
- Value of house—
- House capable at reasonable expense of being rendered fit—Cost of repairs compared to value of house. *See* **House unfit for human habitation**—Notice to execute works—House capable at reasonable expense of being rendered fit—Factors to be considered—Cost of repairs compared to value of house, *ante*.

HOUSING (cont)

Local authority—

Duty in respect of houses unfit for human habitation—

House capable at reasonable expense of being rendered fit. *See* House unfit for human habitation—Notice to execute works—House capable at reasonable expense of being rendered fit—Factors to be considered—Duty of local authority to be satisfied that house is in state of disrepair but that it is capable at reasonable expense of being rendered fit, *ante*.

Local authority houses—

Management—

Abuse of powers—Defence to claim for possession—Pleading—Taking into account irrelevant factor or omitting to take into account relevant factor—Claim for possession on expiry of notice to quit—Tenant pleading defence of abuse of power in that authority had failed to take into account all relevant considerations—Tenant not particularising the consideration not taken into account—Evidence establishing that tenant was a good tenant and was not in breach of tenancy—Whether proper defence pleaded—Whether tenant required to particularise allegation of abuse of power—Whether proof that tenant a good tenant justifying inference that notice to quit unreasonable and abuse of power. *Cannock Chase District Council v Kelly* [1978] 1 152, CA.

Bad faith—Pleading—Bad faith meaning dishonesty—Particulars of allegation to be pleaded. *Cannock Chase District Council v Kelly* [1978] 1 152, CA.

Sale of house—

Contract—Offer by local authority to sell house to sitting tenant. *See* Sale of land (Exchange of contracts—Necessity for exchange—Concluded contract before exchange—Intention of parties—Offer by council in printed form to sell council house to sitting tenant).

Mobile home. *See* Mobile home.

HUMAN HABITATION

House—

Unfit for human habitation. *See* Housing (House unfit for human habitation).

HUSBAND AND WIFE

Abortion—

Husband applying for injunction to stop wife having abortion—

Wife obtaining necessary medical certificates for legal abortion. *See* Abortion (Legal abortion—Power of husband to prevent wife having abortion—Wife obtaining necessary medical certificates for legal abortion—Wife wanting abortion—Husband applying for injunction to stop her having abortion).

Both parties contributing to purchase —

Financial provision in divorce proceedings —
Lump sum order in recognition of contribution. *See* Divorce (Financial provision —Matters to be considered by court when making order —Contribution to acquisition of matrimonial home —Lump sum order in recognition of party's contribution).

Deserted wife's right to remain in matrimonial home—

Licence to occupy premises. *See* Licence (Licence to occupy premises—Deserted wife's right to occupy matrimonial home).

Divorce. *See* Divorce.

Exclusion of party from matrimonial home— *See* Injunction (Exclusion of party from matrimonial home).

Husband sole owner at law

Mortgage—

Priority over wife's equitable interest. *See* Mortgage (Equitable interest—Priority—Husband and wife's joint purchase of matrimonial home).

Income tax. *See* Income tax (Husband and wife).

Injunction. *See* Injunction (Husband and wife).

Joint purchase of home—

Priority of mortgage over equitable interest. *See* Mortgage (Equitable interest—Priority—Husband and wife's joint purchase of matrimonial home).

Maintenance—

Agreement—

Subject to approval of court—Binding effect—Reasonableness of agreement—Matters to be considered—Agreement reached at arm's length with parties separately advised—Petition under special procedure—Registrar certifying that petitioner entitled to order in agreed terms—Wife resiling from agreement before petition heard—Whether court having discretion to make order in agreed terms—Whether in exercising discretion court required to consider reasonableness of agreement—Whether registrar's certificate that petitioner entitled to order in agreed terms binding on judge hearing petition—Whether wife had shown cause why agreement should not be made an order of the court—Matrimonial Causes Act 1973, s 25(1). *Dean v Dean* [1978] 3 759, FamD.

Wilful neglect to maintain. *See* Wilful neglect to maintain, *post*.

Matrimonial home—

Both parties contributing to purchase—

Priority of mortgage over equitable interest. *See* Mortgage (Equitable interest—Priority—Husband and wife's joint purchase of matrimonial home—Conveyance in husband's sole name—Creation of mortgage by husband—Possession sought by mortgagee—Whether mortgagee having priority over wife's equitable interest).

Mortgage—

Priority of wife's equitable interest. *See* Mortgage (Equitable interest—Priority—Husband and wife's joint purchase of matrimonial home).

Occupation—

Overriding interest of person in actual occupation. *See* Land registration (Overriding interest—Rights of person in actual occupation of land—Husband and wife's joint purchase of matrimonial home).

HUSBAND AND WIFE (cont)

Matrimonial home (cont)—

Rateable occupation—

Husband separated from wife—Wife in occupation. *See Rates* (Rateable occupation—Occupation by relatives—Husband and wife—Former matrimonial home—Husband separated from wife).

Registered land—

Overriding interest of person in actual occupation. *See Land registration* (Overriding interest—Rights of person in actual occupation of land—Husband and wife's joint purchase of matrimonial home).

Matrimonial order—

Appeal to High Court against order of magistrates—

Appeal against amount of weekly payments—Determination of appeal by single judge instead of Divisional court—Hearing of appeal at a divorce town—Procedure—RSC Ord 90, r 16 (as amended by RSC (No 3) 1978, r 14). *Practice Direction* [1978] 2 432, FamD.

Polygamous marriage—

Family provision—

Widow of polygamous marriage. *See Family provision* (Jurisdiction—Polygamous marriage).

Property—

Summary proceedings—

Divorce—Summary proceedings for determination of property rights usually undesirable in divorce cases. *See Divorce* (Financial provision—Determination of property rights—Summary proceedings for determination of property rights usually undesirable in divorce proceedings).

Separation—

Divorce. *See Divorce* (Separation).

Wilful neglect to maintain—

Discretion to make maintenance order after parties divorced—Proceedings for maintenance started before divorce—Divorce by foreign decree—Prior to divorce wife obtaining interim maintenance order—Competent foreign court discharging interim order on ground that husband unable to pay amount of order—Discharge of order subject to confirmation by English court—Finding in foreign divorce proceedings that wife deserted husband—Whether discretion remaining to confirm interim order and make substantive order for maintenance—Whether finding of fault against wife in foreign divorce proceedings factor to be considered—Recognition of Divorces and Legal Separations Act 1971, s 8(3)—Matrimonial Causes Act 1973, s 27(1) (a) (i). *Newmarch v Newmarch* [1978] 1 1, FamD.

Witness for prosecution—

Compellability. *See Criminal evidence* (Compellability as witness—Spouse as witness for prosecution).

ICE

Highway—

Obstruction—

Civil liability for failure to remove obstruction. *See Highway* (Obstruction—Civil liability for failure to remove obstruction—Snow and ice on highway).

IDENTITY

Party—

Discovery for purpose of identifying wrongdoers. *See Discovery* (Discovery against parties to proceedings. Discovery for purpose of identifying other parties—Identification of wrongdoers).

Witness—

Disclosure of identity in breach of court ruling—

Contempt of court. *See Contempt of court* (Witness—Disclosure of identity).

ILLEGAL ENTRANTDetention. *See Immigration* (Detention—Illegal entrant).**ILLEGALITY**

Defence—

Fraud. *See Tort* (Fraud—Defence of illegality).

Fraud—

Defence. *See Tort* (Fraud—Defence of illegality).

ILLNESS

Absence from work—

Frustration of contract of employment—

Short-term periodic contract. *See Master and servant* (Contract of service—Frustration—Short-term periodic contract—Absence from work because of illness).

IMMIGRANTCommonwealth. *See Commonwealth immigrant*.**IMMIGRATION**Commonwealth citizen. *See Commonwealth immigrant*.

IMMIGRATION (cont)

Detention—

Illegal entrant—

Burden of proof that entry illegal—Entrant obtaining indefinite leave to enter and remain in United Kingdom—Leave obtained in consequence of fraud—Illegal entrant returning to United Kingdom with new passport after short visit abroad—Immigration officer accepting false explanation for passport—Officer granting indefinite leave to stay and stamping passport accordingly—Entrant subsequently detained as illegal entrant—Whether grant of indefinite leave on face of passport proof that entrant in United Kingdom legally—Whether sufficient for Secretary of State to show that on evidence as a whole he had reasonable grounds for concluding entry illegal—Immigration Act 1971, Sch 2, para 16(2). *R v Secretary of State for the Home Department, ex parte Hussain* [1978] 2 423, CA.

Entry in breach of immigration laws—Entrant remaining in United Kingdom as illegal entrant after expiry of visitor's permit—Entrant obtaining new passport and going on visit abroad—Entrant returning to United Kingdom and convincing immigration officer that he was settled in United Kingdom—Officer stamping passport with indefinite leave to stay—Entrant subsequently detained as illegal entrant—Whether entrant entitled to rely on stamp in passport—Whether court entitled to interfere in Secretary of State's exercise of discretion to detain entrant—Immigration Act 1971, ss 3(1), 33(1). *R v Secretary of State for the Home Department, ex parte Choudhary* [1978] 3 790, CA.

IMMORAL PURPOSES

Soliciting for immoral purposes. *See Criminal law* (Soliciting for immoral purposes).

IMMUNITY

Suit—

Barrister—

Negligence. *See Counsel* (Negligence—Immunity).

Foreign sovereign state. *See Constitutional law* (Foreign sovereign state — Immunity from suit).

IMPLIED TERM

Option —

Option to purchase. *See Option* (Option to purchase — Implied term).

IMPORTATION

Prohibition on imports—

Application of EEC Treaty—

Treaty provisions applying directly to member states—Municipal law no longer applicable.

See European Economic Community (Treaty provisions—Direct application in member states—Municipal law no longer applicable—Prohibition on imports).

IMPORTUNING

Immoral purposes. *See Criminal law* (Soliciting for immoral purposes).

IMPROPER CONDUCT

Professional misconduct—

Counsel. *See Counsel* (Professional misconduct—Improper conduct).

IMPROVEMENT

Rent review—

Reasonable rent—

Improvements made to demised premises. *See Landlord and tenant* (Rent—Review—Reasonable rent—Improvements made to demised premises).

INCOME

Accumulation. *See Accumulation*.

Discretionary trust—

Payment or application of income. *See Trust and trustee* (Discretionary trust.—Payment or application of income).

INCOME TAX

Annual payment—

Payment out of profits etc already taxed—

Tax avoidance scheme—Sale of annuity by surtax payer to charitable company in return for capital sum—Annual payments not repayments of loan—Payments having character of fixed term annuity determinable on death of taxpayer within five years—Whether payment out of profits or gains already taxed—Income and Corporation Taxes Act 1970, s 52(1). *Inland Revenue Comrs v Plummer* [1978] 3 513, CA.

Anticipated profits —

Discounting bills of exchange. *See Computation of profits — Discounting bills of exchange — Anticipated profits, post.*

Appeal—

Settlement by agreement—

Agreement—Inspector agreeing settlement in principle—Apportionment of sum between capital gains tax and income tax—Taxpayer bringing actions for damages for breach of agreement to purchase shareholding and for compensation for loss of office—Actions settled by payment to taxpayer of single sum—Taxpayer proposing apportionment of sum between claims—Inspector of taxes agreeing apportionment—No figures agreed—Inspector subsequently assessing entire tax sum to capital gains tax as award in respect of shares—Taxpayer claiming inspector bound by agreement in principle—Whether inspector and taxpayer having 'come to an agreement'—Taxes Management Act 1970, s 54(1). *Delbourgo v Field (Inspector of Taxes)* [1978] 2 193, CA.

INCOME TAX (cont)

Assessment—

Mistake, defect or omission not invalidating assessment—

Mistake—Assessment based on mistaken assumptions common to Crown and taxpayer—No mistake in form of assessment—Assessment charging taxpayer under wrong case of schedule—Form setting out assessment inspector intended to make on basis of information supplied to him—Whether mistake in assessment—Whether assessment capable of being treated as unaffected by mistake—Income Tax Act 1952, s 514(2). **Bath and West Counties Property Trust Ltd v Thomas (Inspector of Taxes)** [1978] 1 305, ChD.

Person or property charged designated according to common intent and understanding—Common intent and understanding—Whether subjective intent and understanding of parties or objective intent and understanding of tax specialists—Income Tax Act 1952, s 514(2). **Bath and West Counties Property Trust Ltd v Thomas (Inspector of Taxes)** [1978] 1 305, ChD.

Time limit—

Notice requiring wife to pay the tax she would have had to pay if separately assessed—Tax assessed on husband and attributable to wife's income. *See* Husband and wife—Collection from wife of tax assessed on husband and attributable to wife's income—Notice requiring wife to pay the tax she would have had to pay if separately assessed—Time limit, *post*.

Avoidance—

Annual payment—

Payment out of profits etc already taxed. *See* Annual payment—Payment out of profits etc already taxed, *ante*.

Settlement—

Element of bounty—Bona fide commercial transaction—Tax avoidance scheme. *See* Settlement—Meaning—Element of bounty—Bona fide commercial transaction—Tax avoidance scheme, *post*.

Tax advantage. *See* Tax advantage, *post*.

Capital allowances—

Machinery or plant—

Expenditure on provision of machinery or plant—Expenditure on acquisition of money to be used for acquiring plant—Interest and commitment fees paid in respect of loans raised for purpose of acquiring plant—Whether interest and commitment fees 'expenditure on the provision of...plant'—Finance Act 1971, s 41(1) (a). **Ben-Odeco Ltd v Powison (Inspector of Taxes)** [1978] 2 1111, HL.

Plant—

Apparatus used by taxpayer for purpose of business—Ship used as floating restaurant—Whether ship setting in which restaurant business carried on or plant for carrying on business of floating restaurant—Capital Allowances Act 1968, s 18—Finance Act 1971, s 41. **Benson (Inspector of Taxes) v Yard Arm Club Ltd** [1978] 2 958, ChD.

Case stated—

Jurisdiction of court to hear and determine questions of law and make appropriate order—

Assessment under wrong case—Discretion of court to deal with assessment on basis of case under which it ought to have been made—Crown assessing taxpayer to tax under Sch D, Cases III to VIII, on basis of information supplied by taxpayer—Taxpayer unwittingly supplying misleading information—Revenue subsequently discovering assessment should have been made under Sch D, Case I—Statutory period for making assessment expired—Whether court should exercise discretion in favour of allowing Crown to change assessment to proper case—Taxes Management Act 1970, s 56(6). **Bath and West Counties Property Trust Ltd v Thomas (Inspector of Taxes)** [1978] 1 305, ChD.

Close company—

Shortfall in distributions—

Articles of association restricting distribution of profits. *See* Company (Articles of association)—Restriction imposed on company—Restriction imposed by articles of association—Restriction imposed by law—Close company—Shortfall in distributions.

Computation of profits—

Discounting bills of exchange—

Anticipated profits—Increase in value of bills as maturity approaches—Apportioned part of increase for each year preceding maturity treated as profit attributable to that year—Bank discounting or purchasing bills of exchange—Bills sold or held to maturity—Provision made in annual accounts including proportion of anticipated profits—Profits realised on sale or maturity—Whether proportion of profits anticipated on sale or maturity to be included in bank's taxable profits for accounting years preceding sale or maturity. **Willingale (Inspector of Taxes) v International Commercial Bank Ltd** [1978] 1 754, HL.

Stock-in-trade—

Right of pre-emption—Value of right of pre-emption immediately before exercise—Purchase and sale of asset—Purchase in exercise of right of pre-emption—Whether right of pre-emption part of trading stock—Whether value of right of pre-emption immediately before exercise to be deducted in computing profits as part of cost of acquisition of asset. **Bath and West Counties Property Trust Ltd v Thomas (Inspector of Taxes)** [1978] 1 305, ChD.

Year in which profit arising—

Change in method of valuation of work in progress showing surplus representing anticipated profits of earlier years—Change from on-cost basis to accrued profit basis of valuation—Change in valuation resulting in surplus profit—Revaluation of work in progress at beginning of first accounting period in which accrued profit method applied—Whether resulting surplus chargeable to tax as profits arising in that accounting period—Income and Corporation Taxes Act 1970, s 247(1). **Pearce (Inspector of Taxes) v Woodall-Duckham Ltd** [1978] 2 793, CA.

INCOME TAX (cont)

Deduction in computing profits—

Travelling expenses—

Travel between home and place of work—Dental surgeon maintaining a laboratory to repair, alter and manufacture dentures—Laboratory between taxpayer's home and surgery—Taxpayer calling at his laboratory on his journey to and from his home to the surgery—Whether expense of travelling between laboratory and surgery wholly and exclusively laid out for purpose of taxpayer's practice—Income and Corporation Taxes Act 1970, s 130 (a). **Sargent (Inspector of Taxes) v Barnes** [1978] 2 737, ChD.

Discontinuance of trade—

Company—

Company ceasing to carry on principal object for which it was formed and commencing business under subsidiary object—Company ceasing tobacco trading and letting out warehouse for rent—Company authorised by memorandum of association to grant licences and deal generally with land and other property—Whether company 'carrying on a business'—Whether rents received were 'gains or profits from a business'—Whether company entitled to carry forward or set off losses incurred in tobacco trading against income from rents—Income Tax Act 1967 (Malaysia), ss 4, 43. **American Leaf Blending Co Sdn Bhd v Director-General of Inland Revenue** [1978] 3 1185, PC.

Disposition—

Meaning—

Element of bounty. *See* Settlement—Meaning—Element of bounty, *post*.

Emoluments from office or employment—

Causal nexus between employment and benefit received—

Preferential right to apply for shares—Parent company offering shares for sale—Shares tendered to public—Ten per cent of shares reserved at preferential price for group employees—Purpose of offering shares to employees to encourage them to become shareholders and bring them into closer relationship with parent company—Taxpayer employed by subsidiary company—Taxpayer buying 5,000 shares at preferential price—Shares increasing in value after allotment—Whether taxpayer's profit deriving from his employment—Whether benefit an emolument from his employment—Finance Act 1956, Sch 2, para 1(1). **Tyrer v Smart (Inspector of Taxes)** [1978] 1 1089, CA.

Foreign possessions—

Income arising from possessions out of United Kingdom—

Partnership between taxpayer and Bahamian company—Partnership activities carried on outside United Kingdom—Taxpayer's motive for entering into partnership to avoid tax on overseas earnings—Object of partnership to exploit taxpayer's talents as television personality—Objects of company including 'all kinds of financial commercial trading or other operations'—Partnership genuine and carrying on genuine commercial trade of exploiting taxpayer's talents—Taxpayer entitled to 95 per cent of partnership profits—No part of profits remitted to United Kingdom—Whether income arising from partnership assessable to tax—Whether income arising from foreign possessions—Whether motive for entering into partnership overrode genuine commercial nature of partnership—Income and Corporation Taxes Act 1970, ss 109(2), 122(2)(b). **Newstead (Inspector of Taxes) v Frost** [1978] 2 241, ChD.

Husband and wife—

Collection from wife of tax assessed on husband and attributable to wife's income—

Notice requiring wife to pay the tax she would have had to pay if separately assessed—Time limit—Assessment on husband in time—Non-payment by husband of surtax—Assessments to surtax for years 1961-62 and 1965-66—Notice served on wife in 1974 requiring her to pay that part of unpaid tax which would have been payable by her if she had been separately assessed—Whether time limit for making assessments applicable to notice—Whether notice effective—Taxes Management Act 1970, s 34—Income and Corporation Taxes Act 1970, s 40(2). **Johnson v Inland Revenue Comrs** [1978] 2 65, CA.

Interest—

Receipt—

Charge to tax. *See* Persons chargeable—Receipt of income—Person receiving income chargeable—Interest of money, *post*.

Persons chargeable—

Receipt of income—

Person receiving income chargeable—Interest on money—Deposit account in bank's name retained to satisfy taxpayer's liability to bank under guarantee—Interest paid into account—Guarantee discharged—Deposit and interest transferred to taxpayer—Whether taxpayer received interest on deposit when credited—Income Tax Act 1952, s 148. **Dunmore v McGowan (Inspector of Taxes)** [1978] 2 85, CA.

Profits—

Annual payment—

Payment out of profits already taxed. *See* Annual payment—Payment out of profits etc already taxed, *ante*.

Computation. *See* Computation of profits, *ante*.Deduction in computing profits. *See* Deduction in computing profits, *ante*.

Trading receipts—

Voluntary payment—Motive of payer in making payment—Relevance—Unsolicited payment to trader—Motive of payer to acknowledge long and friendly relationship with trader and to maintain goodwill and image in industry—Trading relationship between payer and trader continuing but payment not linked to future relationship—No disclosure by payer of basis on which payment calculated—No bargaining or negotiation between parties over amount—Taxpayer holding public houses on tied tenancies from payer—Termination of tied tenancies by payer—Ex gratia payments made to taxpayer in consequence of termination—Whether payments chargeable to tax as profits arising or accruing from taxpayer's trade. **Murray (Inspector of Taxes) v Goodhews** [1978] 2 40, CA.

Receipt of income—

Charge to tax. *See* Persons chargeable—Receipt of income, *ante*.

INCOME TAX (cont)

Settlement—

Meaning—

Element of bounty—Bona fide commercial transaction—Tax avoidance scheme—Transaction part of scheme—Disposition for valuable and sufficient consideration—Sale of annuity by surtax payer to charitable company—Transaction involving no element of bounty on either side—Whether 'disposition' or 'settlement'—Income and Corporation Taxes Act 1970, ss 434, 454(3), 457. *Inland Revenue Comrs v Plummer* [1978] 3 513, CA.

Settlement of appeal by agreement. *See* Appeal—Settlement by agreement, *ante*.

Tax advantage—

Counteracting—

Commissioner's counter-statement—Validity—Counter-statement containing detailed analysis of events leading up to transactions in question and laying foundation of commissioners' case—Counter-statement not shown to taxpayer—Whether tribunal entitled to take counter-statement into consideration—Whether tribunal in breach of natural justice—Whether commissioners required to make known their case to taxpayer—Income and Corporation Taxes Act 1970, s 460(7)(a). *Balen v Inland Revenue Comrs* [1978] 2 1033, CA.

Notice—Validity—Notification by commissioners specifying transactions in question—Reasons for questioning transactions not stated in notification—Whether commissioners required to make known their case to taxpayer—Whether commissioners in breach of natural justice—Whether notification void—Income and Corporation Taxes Act 1970, s 460(6). *Balen v Inland Revenue Comrs* [1978] 2 1033, CA.

Trade—

Discontinuance. *See* Discontinuance of trade, *ante*.

Travelling expenses—

Deduction in computing profits. *See* Deduction in computing profits—Travelling expenses, *ante*.

Work in progress—

Change in method of valuation—

Change showing surplus representing anticipated profits of earlier year—Year in which profit arising. *See* Computation of profits—Year in which profit arising—Change in method of valuation of work in progress showing surplus representing anticipated profits of earlier years, *ante*.

Year

Profits—

Year in which profit arising—Computation of profits. *See* Computation of profits—Year in which profit arising, *ante*.

INCORPORATION OF TERMS

Contract. *See* Contract (Incorporation of terms).

INDEMNITY

Construction of indemnity clause—

Indemnity against consequence of own negligence—

Express provision exempting proferens from liability for own or servants' negligence—Need to include word 'negligence' or some synonym expressly—Clause indemnifying proferens against 'any liability, loss, claim or proceedings whatsoever'—Whether words constituting an express provision exempting proferens from liability for own negligence. *Smith v South Wales Switchgear Ltd* [1978] 1 18, HL.

Words wide enough in ordinary meaning to cover negligence of proferens—Construction of clause contra proferentem where any doubt—Supplier of services under-taking to indemnify purchaser against 'any liability, loss, claim or proceedings whatsoever' in respect of personal injury to any person—Indemnity applying only where order for services involving carrying out of work by supplier and only in respect of injuries 'arising out of or in the course of...the execution of the order'—Supplier's employee engaged on work for purchaser injured in consequence of purchaser's negligence—Whether clause to be construed as applying only to liability of purchaser for acts and omissions of supplier in carrying out work—Whether purchaser entitled to be indemnified for liability for own negligence. *Smith v South Wales Switchgear Ltd* [1978] 1 18, HL.

INDICTMENT

Conviction of lesser offence—

Causing grievous bodily harm with intent—

Particulars of way grievous bodily harm caused not specified—Whether open to court to accept plea to and verdict of unlawful wounding—Whether indictment amounting to or including expressly or by implication allegation of unlawful wounding—Criminal Law Act 1967, s 6(3). *R v McCready* [1978] 3 967, CA.

Count —

Severance of counts —

Similar facts —Counts founded on similar facts —Course to be taken by trial judge — Submission by accused that evidence on each count inadmissible in relation to other counts —Submission before arraignment that counts should be severed. *R v Scarrott* [1978] 1 672, CA.

Joinder of two or more accused—

Same offence—

Separate counts. *See* Criminal Evidence (Character of accused—Evidence against co-accused—Same offence—Evidence against other person charged with same offence—Accused and co-accused charged in separate counts of same indictment with causing death by dangerous driving).

INDORSEMENT

Irish warrant. *See* Magistrates (Irish warrant—Indorsement for execution in England).

INDUCEMENT

- Breach of contract—
Tort. *See* **Tort** (Inducement to commit breach of contract).

INDUSTRIAL INJURY

- Disablement benefit—
Special hardship allowance—
Incapacity to follow regular occupation or equivalent employment as result of relevant loss of faculty—Regular occupation—Coal miner—Coal miner developing pneumoconiosis—Miner advised that he could continue work provided done in approved dust conditions—Miner returning to work under approved dust conditions—Miner subsequently giving up work due to hypertension—Whether entitled to special hardship allowance—Whether incapable of following employment of equivalent standard as a result of relevant loss of faculty—Social Security Act 1975, s 60(1). *R v National Insurance Comrs, ex parte Steel* [1978] 3 78, QBD.

INDUSTRIAL PURPOSES

- Permitted development —
Town and country planning. *See* **Town and country planning** (Development — Permitted development — Development for industrial purposes).

INDUSTRIAL RELATIONS

- Industrial tribunal. *See* **Industrial tribunal**.
- Trade dispute. *See* **Trade dispute**.
- Trade union. *See* **Trade union**.
- Trade union membership and activities —
Rights of worker as against employer —
Dismissal for exercising rights —Unfair dismissal. *See* **Unfair dismissal** (Trade union membership and activities).
- Unfair dismissal. *See* **Unfair dismissal**.

INDUSTRIAL TRIBUNAL

- Procedure—
Discovery—
Confidential documents—Complaint of discrimination in employment—Discovery of confidential reports and references on employees and applicants for employment—Principles applicable in ordering discovery—Whether documents privileged from discovery on ground of public interest privilege—Whether discovery at tribunal's discretion—Whether tribunal's discretion to order discovery same as discretion to order discovery in county court—Whether general order for discovery of all reports or references on employees should be made—Industrial Tribunals (Labour Relations) Regulations 1974 (S1 1974 No 1386) Schedule, r 4(1)(b)—CCR, Ord 14, r 2(2). *Science Research Council v Nassé* [1978] 3 1196, CA.
- Redundancy claim—
Notice of claim to tribunal. *See* **Redundancy** (Notice of claim to tribunal).

INFANT

- Care—
Local authority. *See* **Child** (Care—Local authority).
- Evidence—
Criminal proceedings. *See* **Criminal evidence** (Child).
- Local authority—
Care. *See* **Child** (Care—Local authority).
- Ward of court. *See* **Ward of court**.

INFERIOR COURT

- Contempt of court—
Publications concerning legal proceedings. *See* **Contempt of court** (Publications concerning legal proceedings—Court—Inferior court).

INFLATION

- Contract—
Reason for termination. *See* **Contract** (Time—Duration of contract—Determinable by reasonable notice—Contract by water company to supply water at set rate to hospital—Contract expressed to continue 'at all times hereafter'.
- Solicitor's remuneration —
Legal aid taxation —
Fees and expenses —Criminal proceedings —Certificate that owing to exceptional circumstances sums payable under regulations not fair remuneration —Inflation as an exceptional circumstance. *See* **Legal aid** (Taxation of costs—Solicitor's fees and expenses —Criminal proceedings —Fair remuneration —Power of taxing authority to certify that owing to exceptional circumstances sums payable under regulations would not provide fair remuneration —Exceptional circumstances —Inflation).

INFORMATION

- Furnishing false information. *See* **Criminal law** (Furnishing false information).
- Negligence. *See* **Negligence** (Information or advice).

INHERITANCE

- Family provision. *See* **Family provision**.

INJUNCTION**Abortion—**

Husband applying for injunction to stop wife having abortion—

Wife obtaining necessary medical certificates for legal abortion. *See* **Abortion** (Legal abortion—Power of husband to prevent wife having abortion—Wife obtaining necessary medical certificates for legal abortion—Wife wanting abortion—Husband applying for injunction to stop her having abortion).

Alternative remedies—

Alternative remedies not exhausted—

Power of court to grant relief—Breach of statute—Statutory remedy for breach—Statutory remedy by way of prosecution in magistrates' court—Failure to comply with statutory notice—Appeal to magistrates' court against issue of notice—Appeal not yet determined—Defendant continuing to flout statutory notice—Proceedings in High Court for injunction—Whether interlocutory injunction should be granted—Control of Pollution Act 1974, s 58(8). *London Borough of Hammersmith v Magnum Automated Forecourts Ltd* [1978] 1 401, CA.

Confidential information—

Power of court to restrain disclosure—

Trade secrets. *See* **Master and servant** (Duty of servant—Confidential information—Injunction restraining disclosure).

County court—

Jurisdiction. *See* **County court** (Jurisdiction—Injunction).

Discretion—

Acquiescence by plaintiff in activities constituting breach of plaintiff's rights—

Restrictive covenant affecting land—Plaintiff initially uncertain whether activities of defendant constituting breach of covenant—Defendant's activities gradually increasing so as to constitute clear breach of covenant—Plaintiff's failure to protest at early date giving defendant false sense of security—Defendant continuing to expand activities and to invest large sums of money—Whether appropriate case for grant of injunction. *Shaw v Applegate* [1978] 1 123, CA.

Ex parte injunction—

Husband and wife. *See* **Injunction** (Husband and wife—Ex parte application).

Exclusion of party from matrimonial home—**County court—**

Children's interests paramount—Home needed to accommodate children —Need for wife to be with children —Husband violent towards wife —Parties married with five children aged from four to 11 —Wife leaving with children and going to live at mother's house —Wife and children living in cramped conditions at mother's house —Husband occupying matrimonial home —Matrimonial home large enough to accommodate children —Whether order should be made excluding husband from matrimonial home —Domestic Violence and Matrimonial Proceedings Act 1976, s 1(1) (c). *Rennick v Rennick* [1978] 1 817, CA.

Man and woman who are living with each other in same household—Relevant date for purpose of determining whether parties 'are living' together —Party having left home at date of application —Whether party entitled to apply for relief —Domestic Violence and Matrimonial Proceedings Act 1976, s 1(2). *Davis v Johnson* [1978] 1 841, CA.

Man and woman who are living with each other in same household as husband and wife—Relevant date for purpose of determining whether parties 'are living' together —Acts of violence by man against woman —Woman leaving home and subsequently applying for injunction containing provision excluding man from home —Whether necessary to show that man and woman 'are living with each other' at date application made —Whether sufficient if parties living together when relevant acts of violence occurred —Domestic Violence and Matrimonial Proceedings Act 1976, s 1(2). *B v B* [1978] 1 821, CA.

Respondent having proprietary interest in home—Applicant having no proprietary interest —Man and woman living together as husband and wife —Man entitled to occupy home by virtue of tenancy —Woman having no proprietary interest —Violence shown to woman by man —Application by woman for injunction containing provision excluding man from home —Whether county court having jurisdiction to exclude from home party who has proprietary interest —Domestic Violence and Matrimonial Proceedings Act 1976, s 1(1). *B v B* [1978] 1 821, CA.

Respondent having proprietary interest in home—Joint tenancy —Man and woman living together as husband and wife in house of which they were joint tenants —Violence shown to woman by man —Application by woman for injunction containing provision excluding man from home —Whether county court having jurisdiction to exclude from home party who is joint tenant —Domestic Violence and Matrimonial Proceedings Act 1976, s 1(1). *Cantriff v Jenkins* [1978] 1 836, CA. *Davis v Johnson* [1978] 1 841, CA.

Time limit on operation of injunction—Application by respondent to discharge injunction—Application by applicant to extend injunction—Domestic Violence and Matrimonial Proceedings Act 1976, s 1(1) (c). *Practice Note* [1978] 2 1056, FamD.

Decree nisi granted—

Wife's application to exclude husband—Factors to be considered—Wife granted decree nisi on ground of husband's behaviour—Wife having custody of children and looking after them—Serious friction between parties and between them and children—Non-molestation order against husband—Whether fair, just and reasonable in all the circumstances to exclude husband from matrimonial home. *Walker v Walker* [1978] 3 141, CA.

Husband and wife—**Abortion—**

Power of husband to prevent wife having abortion—Wife obtaining necessary medical certificates for legal abortion—Wife wanting abortion. *See* **Abortion** (Legal abortion—Power of husband to prevent wife having abortion—Wife obtaining necessary medical certificates for legal abortion—Wife wanting abortion—Husband applying for injunction to stop her having abortion).

INJUNCTION (cont)

Husband and wife (cont)—

Domestic violence—

Attachment of power of arrest to injunction—Jurisdiction of county court —Divorce proceedings —Application by petitioner for power of arrest to be attached to injunction —Whether county court having jurisdiction to attach power of arrest to injunction granted in divorce proceedings —Domestic Violence and Matrimonial Proceedings Act 1976, s 2. **Lewis (A H) v Lewis (R W F)** [1978] 1 729, CA.

Attachment of power of arrest to injunction—Practice —Application —Need for applicant to give respondent notice of intention to apply for power of arrest to be attached to injunction. **Lewis (A H) v Lewis (R W F)** [1978] 1 729, CA.

Ex parte application—

Cases of urgency—Applications at Royal Courts of Justice—Applications to be made only where immediate danger of serious injury or irreparable damage—Selection of early hearing date—CCR Ord 13, rr 1(1) (b), 8(2)(3)—Matrimonial Causes Rules 1971 (SI 1971 No 953), r 114(2). **Practice Note** [1978] 2 919, FamD.

Exclusion from matrimonial home. *See* Exclusion of party from matrimonial home, *ante*.

Interlocutory—

Copyright—

Musical work. *See Practice* (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion—Ex parte application—Jurisdiction to make order—Writ claiming injunctions to restrain defendant from producing and selling unauthorised recordings of live performances of musical works).

Danger that defendant may transfer assets out of jurisdiction—

Effect of injunction—Dispute between foreign shipowner and foreign charterer going to arbitration in London—Charterer having fund within jurisdiction—Shipowner obtaining injunction restraining charterer from removing assets up to stated amount out of jurisdiction—Receiver under debenture executed by charterer applying for discharge of injunction so fund could be removed out of jurisdiction—Whether shipowner having prior right in fund under injunction—Whether injunction operating as pre-trial attachment of fund—Whether receiver as charterer's agent bound by injunction—Whether debenture holder entitled to apply in shipowner's action for discharge of injunction. **Cretanor Maritime Co Ltd v Irish Marine Management Ltd** [1978] 3 164, CA.

Public authority performing statutory duties as defendant—

Balance of convenience—Matters to be considered by court in determining whether balance of convenience lies in favour of granting or refusing relief—Position where defendant a public authority performing duties to the public—Local education authority. **Smith v Inner London Education Authority** [1978] 1 411, CA.

Principle governing grant—

Defendant's case not unarguable—Defendant nonetheless openly flouting statute —Sunday trading in breach of statute —Defendant claiming to be entitled as Jewish shopkeeper to exemption from restrictions on Sunday trading —Defendant in breach of planning legislation in holding market —Whether injunction should be refused if defendant's case not wholly unarguable —Whether open flouting of statute a reason for granting an injunction. **Thanet District Council v Ninedrive Ltd** [1978] 1 703, ChD.

Public authority performing statutory duties as defendant—

Prospect of obtaining permanent injunction against authority at trial—Injunction to restrain public authority from exercising statutory powers—Local education authority—Necessary for applicant to establish real prospect of obtaining permanent injunction at trial of action—Where defendant a public authority unnecessary to establish *prima facie* case—Interlocutory injunction sought by parents of boys at grammar school to restrain education authority from implementing proposals to cease to maintain school—Allegation that proposals unlawful as abuse of authority's powers under Education Act 1944—Whether parents establishing real prospect of obtaining permanent injunction—Whether proposals unlawful. **Smith v Inner London Education Authority** [1978] 1 411, CA.

Trade dispute—

Claim by party against whom injunction sought that he had acted in contemplation or furtherance of trade dispute—Likelihood of that party's succeeding at trial of action in establishing matters which would afford defence to action—Likelihood of establishing claim that dispute connected with terms and conditions of employment—Claim by employers for injunction against officers of employees' union—Broadcasting corporation—Threat by employees of corporation to stop transmission of television programme to South Africa—Employees' union disapproving of South African government's racial policy—Application by corporation for interlocutory injunction against union officers—Whether likelihood of defendants establishing at trial that action in contemplation or furtherance of dispute connected with terms and conditions of employment—Trade Union and Labour Relations Act 1974, ss 13 (as amended by the Trade Union and Labour Relations (Amendment) Act 1976, s 3(2)), 17(2) (as added by the Employment Protection Act 1975, Sch 16, Part 111, para 6), 29(1). **British Broadcasting Corp v Hearn** [1978] 1 111, CA.

Mandatory injunction —

Discretion over grant of remedy —

Effect of order to sanction continuation of unlawful acts —Order not capable of enforcement. **Harold Stephen & Co Ltd v Post Office** [1978] 1 939, CA.

Franchise ferry—Owner sustaining loss—Order sought requiring ferry owner to maintain current hours of operation of ferry—Whether order should be granted. **Gravesham Borough Council v British Railways Board** [1978] 3 853, ChD.

Matrimonial home —

Exclusion of party from home. *See* Exclusion of party from matrimonial home, *ante*

Transfer of assets abroad by defendant—

Interlocutory injunction. *See* Interlocutory—Danger that defendant may transfer assets out of jurisdiction).

INJUNCTION (cont)

Tree preservation—

Local authority's injunction. *See Practice* (Parties—Local authority—Promotion or protection of interest of inhabitants of their area—Local authority obtaining injunction to restrain breaches by defendant of tree preservation order).

INJURY

Damages—

Fatal accident. *See Fatal accident* (Damages).

Personal injury. *See Damages* (Personal injury).

Industrial. *See Industrial injury*.

INQUIRY

Natural justice—

Public inquiry. *See Natural justice* (Public inquiry).

INSOLVENCY

Redundancy—

Employer's duty to consult appropriate trade union—

Insolvency as a circumstance rendering it not reasonably practicable to comply with duty.

See Redundancy (Employer's duty to consult appropriate trade union—Special circumstances rendering it not reasonably practicable to comply with duty—Insolvency).

INSPECTION

Accounts—

Company—

Director's right to inspect books of account. *See Company* (Director—Right to inspect company's books of account).

Foreign property—

Jurisdiction to order inspection. *See Conflict of laws* (Jurisdiction—Title to foreign immovables—Equitable jurisdiction in personam—Flat in Paris used to store goods to defraud creditors—Application by defrauded creditors for order for inspection of flat).

Property—

Practice. *See Practice* (Inspection of property).

INSPECTOR

Appointment—

Board of Trade investigation into affairs of company. *See Company* (Investigation by Board of Trade—Appointment of Inspectors).

INSTRUMENT

Probate —

Stamp duty —

Practice. *See Probate* (Practice —Stamp duty —Deed or other instrument).

INSULTING BEHAVIOUR

Offensive conduct conducive to breaches of peace. *See Public order* (Offensive conduct conducive to breaches of peace — Threatening, abusive or insulting words or behaviour).

INSURANCE

Accident insurance—

Exception clause—

Exclusion of liability if it resulted from deliberate exposure to exceptional danger—Exclusion of liability if it resulted from insured's own criminal act—Voluntary consumption of alcohol before driving motor car—Alcohol impairing insured's judgment—Insured driving car negligently at excessive speed and crashing into railings—Immediate cause of crash negligent driving—Predisposing cause consumption of alcohol—Whether death resulting from 'deliberate' exposure to risk of crash—Whether death resulting from insured's 'criminal act'—Whether criminal act limited to crime of moral turpitude—Whether insured's road traffic offences 'criminal act'. *Marcel Beller Ltd v Hayden* [1978] 3 111, QBD.

Perils insured against—

Accidental injury resulting in death—Causation—Voluntary consumption of alcohol before driving motor car—Alcohol impairing insured's judgment—Insured driving car negligently at excessive speed and crashing into railings—Immediate cause of accident negligent driving—Predisposing cause consumption of alcohol—Whether death resulting from 'accidental' injury—Whether immediate cause of death to be regarded in isolation from predisposing cause. *Marcel Beller Ltd v Hayden* [1978] 3 111, QBD.

Disclosure—

Duty to disclose such facts as a reasonable or prudent insurer might treat as material—

Moral character of insured—Criminal convictions —Property insurance —No proposal form —Purchase of dwelling-house by means of building society mortgage —Insurance of house effected by society on behalf of insured under society's block policy with insurers —Society's application form containing no questions expressly relating to insured's moral character —Insured failing to disclose previous convictions for offences including robbery —Whether criminal convictions a material fact —Whether absence of proposal form modifying duty to disclose convictions —Whether insurers entitled to avoid policy for non-disclosure of material fact. *Woolcott v Sun Alliance and London Insurance Ltd* [1978] 1 1253, QBD.

Motor insurance—

Generally. *See Motor insurance*.

National insurance. *See National insurance*.

INSURANCE COMPANY

Winding-up. *See Company* (Insurance company—Winding-up).

INSURER

Bailee—

Liability as insurer of goods—

Delay in redelivery of goods—Negligence. *See Bailment* (Gratuitous bailment—Liability of bailee—Delay in redelivery of goods during which time goods stolen—Whether bailee became insurer of goods from the moment his negligence caused delay in redelivery).

INTENSIFICATION OF USE

Development for planning purposes —

Material change of use. *See Town and country planning* (Development — Material change of use — Intensification of use).

INTENTION

Lease—

Exclusion from protection of Rent Acts—

Holiday letting. *See Rent restriction* (Protected tenant—Excluded tenancies—Holiday letting—Intention of parties).

INTER VIVOS

Gift. *See Gift* (Inter vivos).

INTEREST

Damages—

Jurisdiction to include interest in award of damages—

Summary judgment—Whether proceedings concluded by summary judgment 'tried' in court—Whether court having jurisdiction to award interest on summary judgment—Law Reform (Miscellaneous Provisions) Act 1934, s 3(1)—RSC Ord 14 *Gardner Steel Ltd v Sheffield Brothers (Profiles) Ltd* [1978] 3 399, CA.

Personal injury—

Fatal accident—Pre-trial loss and post-trial loss—Interest on award for pre-trial loss at half-rate—No interest for post-trial loss. *Cookson v Knowles* [1978] 2 604, HL.

Income tax—

Person chargeable—

Receipt of interest. *See Income tax* (Persons chargeable—Receipt of income—Person receiving income chargeable—Interest of money).

Land—

Action relating to interest in land—

Pending action. *See Land charge* (Pending action—Registration—Pending land action—

Action relating to interest in land).

Minor interest—

Registration. *See Land registration* (Minor interests).

INTERLOCUTORY APPEAL

Divorce —

Financial provision order —

County court. *See Divorce* (Financial provision —Practice and procedure —County court —Interlocutory appeal in matrimonial proceedings).

INTERLOCUTORY APPLICATIONS

Bankruptcy—

Chancery Division—

Divisional Court—Appeal from county court. *See Bankruptcy* (Appeal—Appeal from county court—Appeal to Divisional Court of Chancery Division—Practice—List of appeals to be heard during term—Addition of appeals to list—Interlocutory applications to be made to Divisional Court if sitting).

INTERLOCUTORY INJUNCTION

See Injunction (Interlocutory).

INTERLOCUTORY MOTION

Preservation of subject-matter of cause of action. *See Practice* (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion).

INTERNATIONAL LAW

European Economic Community. *See European Economic Community*.

Foreign sovereign state —

Immunity from suit. *See Constitutional law* (Foreign sovereign state — Immunity from suit).

Recognition of foreign government—

Law as declared by foreign government—

Conflict of laws. *See Conflict of laws* (Foreign government—Recognition—Law as declared by foreign government).

INTERROGATORY

Generally. *See Discovery* (Interrogatory).

INTESTACY

Appropriation by personal representatives—

Surviving spouse—

Matrimonial home—Right of surviving spouse of intestate to require appropriation of matrimonial home in or towards satisfaction of spouse's interest in intestate's estate—In or towards satisfaction of interest—Value of home greater than surviving spouse's absolute interest in estate—Whether right to require appropriation 'in or towards satisfaction of interest giving right to require appropriation of home where of greater value than interest—Intestates' Estates Act 1952, Sch 2, para 1(1). *Re Phelps (deceased)* [1978] 3 395, ChD.

INTESTACY (cont)

Partial intestacy—

Hotchpot. *See* **Administration of Estates** (Partial intestacy—Hotchpot).**INVESTIGATION**

Company—

Investigation by Board of Trade. *See* **Company** (Investigation by Board of Trade).**IRISH WARRANT**Indorsement. *See* **Magistrates** (Irish warrant—Indorsement for execution in England).**ISSUE ESTOPPEL**Generally. *See* **Estoppel** (Issue estoppel).**JEWISH SHOP**

Sunday closing —

Exemption. *See* **Shop** (Sunday closing — Exemption — Jewish shop).**JOINDER**

Accused—

Committal proceedings before justices. *See* **Criminal law** (Committal—Preliminary hearing before justices—Joinder of two or more accused).**JOINT TENANCY**

Matrimonial home —

Injunction —

Exclusion of party from matrimonial home —Respondent having proprietary interest in home. *See* **Injunction** (Exclusion of party from matrimonial home —County court —Respondent having proprietary interest in home —Joint tenancy).

Statutory tenancy—

Termination of protected tenancy—

One only of two joint tenants in occupation on termination of protected tenancy. *See* **Rent restriction** (Statutory tenancy—Protected tenant in occupation on termination of protected tenancy—Joint tenancy.)**JUDGE**

Adjournment to judge—

Chambers proceedings. *See* **Practice** (Chambers proceedings—Adjournment to judge).

Circuit judge—

Deputy circuit judge—

Recorder—Mode of address—Style of reference in court list. **Practice Note** [1978] 1 64, CA.

County court—

Notes of evidence. *See* **County court** (Appeal—Evidence—Judge's notes of evidence).

Notes—

County court. *See* **County court** (Appeal—Evidence—Judge's notes of evidence).**JUDGMENT**

County court—

Appeal—

Provision of note of county court judgment. *See* **County court** (Appeal—Note of county court judgment—Provision of note).

Damages—

Contract and tort—

Power of court to enter judgment for damages for breach of contract and tort. *See* **Damages** (Contract and tort—Power of court to enter judgment for damages for breach of contract and tort).Foreign. *See* **Conflict of laws** (Foreign judgment).

Foreign currency—

Award of arbitrator. *See* **Arbitration** (Award—Foreign currency).Judicial decision as authority. *See* **Precedent**.

Order—

Compensation—

Criminal proceedings. *See* **Sentence** (Compensation—Order).

Summary judgment—

Generally. *See* **Practice** (Summary judgment).

Interest—

Award of interest on summary judgment. *See* **Interest** (Damages—Jurisdiction to include interest in award of damages—Summary judgment).**JURISDICTION**Admiralty. *See* **Admiralty** (Jurisdiction).

Appearance—

Withdrawal of appearance. *See* **Practice** (Appearance—Withdrawal of appearance—Jurisdiction).

Assets—

Removal outside jurisdiction—

Interlocutory injunction. *See* **Injunction** (Interlocutory—Danger that defendant may transfer assets out of jurisdiction).

Bankruptcy —

Petition —

Conditions for presentation. *See* **Bankruptcy** (Petition —Conditions for presentation).

JURISDICTION (cont)

- Case stated—
 - Income tax appeal—
 - Jurisdiction of court to hear and determine questions of law and make appropriate order. *See* **Income tax** (Case stated—Jurisdiction of court to hear and determine questions of law and make appropriate order).
- Certiorari.** *See* **Certiorari** (Jurisdiction).
- Company—
 - Winding-up by court—
 - Foreign unregistered company. *See* **Company** (Compulsory winding-up—Unregistered company—Foreign company—Jurisdiction).
- Conflict of laws—
 - Title to foreign immovables. *See* **Conflict of laws** (Jurisdiction—Title to foreign immovables).
- County court—
 - Generally. *See* **County court** (Jurisdiction).
- Court of Appeal. *See* **Court of Appeal** (Jurisdiction).
- Family provision. *See* **Family provision** (Jurisdiction).
- Foreign chattels—
 - Conversion of foreign chattels
 - Jurisdiction of English courts to entertain action for conversion of chattels in foreign country. *See* **Conflict of laws** (Foreign chattels—Conversion of chattels in foreign country—Jurisdiction of English courts to entertain action for conversion of chattels in foreign country).
- Foreign land—
 - Trespass to land—
 - Jurisdiction of English courts to entertain action for trespass to foreign land. *See* **Conflict of laws** (Foreign land—Trespass to land—Jurisdiction of English courts to entertain action for trespass to foreign land).
- High Court—
 - Action triable as commercial action or mortgage action. *See* **Court** (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).
 - Mortgagee's action for possession. *See* **Mortgage** (Action by mortgagee for possession—Jurisdiction of High Court).
- Inherent jurisdiction—
 - Ward of court. *See* **Ward of court** (Jurisdiction—Inherent jurisdiction).
- Injunction—
 - Generally. *See* **Injunction**.
- Service out of the jurisdiction—
 - Practice. *See* **Practice** (Service out of the jurisdiction).
- Transfer of assets out of jurisdiction—
 - Interlocutory injunction. *See* **Injunction** (Interlocutory—Danger that defendant may transfer assets out of jurisdiction).
- Trustee's remuneration. *See* **Trust and trustee** (Remuneration of trustee—Order of court).
- Ward of court. *See* **Ward of court** (Jurisdiction).
- Withdrawal of appearance. *See* **Practice** (Appearance—Withdrawal of appearance—Jurisdiction).

JURY

- Direction to jury—
 - Pressure on jury to agree—
 - Trial a retrial—Judge exhorting jury to reach unanimous verdict to save public inconvenience and expense of third trial—Whether direction an irregularity. **R v Mansfield** [1978] 1 134, CA.

JUSTICE

- Obstructing the course of justice. *See* **Criminal law** (Obstructing course of justice).

JUSTICES

- Generally. *See* **Magistrates**.

KIDNAPPING

- Child—
 - Removal by parent from foreign jurisdiction—
 - Wardship proceedings. *See* **Ward of court** (Jurisdiction—Kidnapping).
- Crime. *See* **Criminal law** (Kidnapping).

KNOWLEDGE

- Accessory before the fact. *See* **Criminal law** (Accessory before the fact—Knowledge).

LABOUR PARTY

- Rules. *See* **Unincorporated association** (Rules—National Executive Committee of Labour Party).

LAND

- Action—
 - Pending land action. *See* **Land charge** (Pending action).
- Agricultural holding. *See* **Agricultural holding**.
- Capital gains tax—
 - Land held on 6th April 1965—
 - Computation of chargeable gain. *See* **Capital gains tax** (Computation of chargeable gains—Asset held on 6th April 1965—Land).
- Charge. *See* **Land charge**.
- Compulsory purchase. *See* **Compulsory purchase**.
- Covenant running with land—
 - Restrictive covenant. *See* **Restrictive covenant affecting land**

LAND (cont)

- Damages—
 - Breach of contract—
 - Injury to land. *See* **Contract** (Damages for breach—Injury to land).
- Development—
 - Town and country planning. *See* **Town and country planning**.
- Estate agent. *See* **Estate agent**.
- Foreign land—
 - Conflict of laws. *See* **Conflict of laws** (Foreign land).
- Nuisance. *See* **Nuisance**.
- Occupancy—
 - Rights of person in actual occupation. *See* **Land registration—Overriding interest—Rights of person in actual occupation of land**.
- Occupier—
 - Right to sue—
 - Nuisance. *See* **Nuisance** (Right to sue—Occupier of land).
- Option to purchase. *See* **Option** (Option to purchase).
- Pending land action. *See* **Land charge** (Pending action).
- Rates. *See* **Rates**.
- Registration—
 - Generally. *See* **Land registration**.
- Restrictive covenant affecting. *See* **Restrictive covenant affecting land**.
- Sale—
 - See* **Sale of land**.
- Summary proceedings for possession —
 - Suspension of possession order —
 - County court —Whether county court has discretion to suspend order in absence of consent —CCR Ord 26. **Swordheath Properties Ltd v Floyd** [1978] 1 721, CA.
- Town and country planning. *See* **Town and country planning**.

LAND CHARGE

- Estate contract—
 - Failure to register. *See* **Failure to register—Estate contract, post**.
- Failure to register—
 - Estate contract—
 - Contract void against purchaser of legal estate for money or money's worth—Purchaser—Sale of land by husband to wife for consideration substantially less than real value of land—Substantial element of gift in transaction—Transaction executed for ulterior motive of defeating option to purchase land—Option not registered—Whether wife a 'purchaser' of the legal estate for money or money's worth—Whether option binding on her estate—Land Charges Act 1925, ss 13(2), 20(8). **Midland Bank Trust Co Ltd v Green** [1978] 3 555, ChD.
 - Solicitor's liability. *See* **Solicitor** (Negligence—Cause of action—Parallel claims in tort and contract—Solicitor drawing up option to purchase land—Solicitor acting for both grantor and grantee of option—Solicitor omitting to register option as estate contract—Grantor selling land to third party and defeating option—Grantee suing solicitor for negligence).
- Lis pendens. *See* **Pending action, post**.
- Pending action—
 - Registration—
 - Pending land action—Action relating to interest in land—Action in which existence of easement over land is directly in issue—Whether action relating to interest in land—Land Charges Act 1972, s 17. **Allen v Greenhi Builders Ltd** [1978] 3 1163, ChD.
 - Pending land action—Application by spouse for transfer of property other than matrimonial home—Whether application registrable—Whether claim required to be to an existing proprietary interest in the land—Land Charges Act 1972, ss 5(1) (a), 17(1)—Matrimonial Causes Act 1973, s 24. **Whittingham v Whittingham (National Westminster Bank Ltd intervening)** [1978] 3 805, ChD & CA.
- Registration—
 - Registered land—
 - Exemption from requirement to register land charge where charge capable of being protected by caution under Land Registration Act—Option to renew underlease—Headlease not registered at time of creation of underlease—Assignment of headlease—Headlease registered subsequently to assignment—Whether option exempt from requirement to be registered as land charge—Whether underlessee entitled to lodge caution as person having or claiming interest in land not already registered—Land Charges Act 1925, s 23(1)—Land Registration Act 1925, s 53(1). **Kitney v MEPC Ltd** [1978] 1 595, CA.
 - Registration in appropriate register—
 - Middlesex Deeds Registry—Land charge created after 1st January 1926—Land charge created in area not at time a compulsory registration area—Option in lease—Option to renew lease—Memorial of lease recorded in Middlesex Deeds Registry—Whether Middlesex Deeds Register an 'appropriate register'—Whether registration of lease in Middlesex Deeds Registry sufficient to ensure validity of option—Land Charges Act 1925, ss 13(2), 18. **Kitney v MEPC Ltd** [1978] 1 595, CA.

LAND REGISTRATION

- Effect of registration on title of registered proprietor—
 - Notice of lease—
 - Option in lease—Option having been invalidated for want of registration as land charge—Merger of freehold interest with headlease—Headlease subject to underlease—Option contained in underlease—Option to renew underlease—Merger resulting in registration of new title to freehold interest with title absolute—Charges register of new title containing entry referring to underlease—Whether registration of new freehold title validating option. **Kitney v MEPC Ltd** [1978] 1 595, CA.

LAND REGISTRATION (cont)

Minor interests—

Protection—

Transfer for valuable consideration—Transferee not acting in good faith—Notice of minor interest—House held on trust by defendant for himself and plaintiff in equal shares—Defendant registered owner—Trust not entered in land registry—Defendant transferring whole beneficial interest in house to wife as part of divorce settlement—Defendant and wife aware of trust affecting house—Whether wife taking house free of trust—Whether transferee who is a purchaser for valuable consideration entitled to protection against unregistered minor interest if acting in bad faith—Land Registration Act 1925, ss 20(1)(4), 59(6). *Peffer v Rigg* [1978] 3 745, ChD.

Overriding interest—

Rights of person in actual occupation of land—

Husband and wife's joint purchase of matrimonial home—Conveyance in husband's sole name—Husband leaving home—Wife continuing to live there—Whether wife in actual occupation—Whether overriding interest—Land Registration Act 1925, s 70(1)(g) *Bird v Syme Thomson* [1978] 3 1027, ChD.

LANDLORD AND TENANT

Agricultural holding—

Generally. *See* **Agricultural holding**.

Agricultural worker—

Rent restriction. *See* **Rent restriction** (Agricultural worker).

Business premises—

Application for new tenancy—

Service of application out of time—Extension of time—Jurisdiction. *See* **County court** (Practice—Service of summons—Time for service of default summons—Extension of time—Jurisdiction—Landlord and tenant—Business premises—Application for new tenancy—Service of application out of time).

Withdrawal of application—Date of withdrawal—High Court application for new tenancy—Leave to withdraw application necessary in High Court but not in county court—Whether 'the date of withdrawal' was the date of the judgment giving leave to withdraw the application or the date of issue of summons for leave to withdraw—Whether court having jurisdiction to backdate order giving leave to withdraw application—Landlord and Tenant Act 1954, s 64(2)—RSC Ord 21, r 3. *Covell Matthews & Partners v French Wools Ltd* [1978] 2 800, CA.

Occupied for business purposes—

Business purposes—Cottage let to hotel proprietor to house hotel staff—Occupation by staff convenient for hotel proprietor's business—No evidence that occupation by staff necessary for proprietor's business—Whether hotel proprietor occupying cottage 'for the purposes of a business carried on by him'—Landlord and Tenant Act 1954, s 23(1). *Chapman v Freeman* [1978] 3 878, CA.

Business purposes—Activity carried on by single person—Tenant of house taking in lodgers—Lodgers charged very small amounts and tenant making no profit—Whether tenant occupying house partly for purposes of a 'business'—Whether if tenant a single person the activity carried on was required to be a 'trade, profession or employment' to constitute a 'business'—Whether tenant carried on a 'trade'—Landlord and Tenant Act 1954, s 23(1)(2). *Lewis v Weldcrest Ltd* [1978] 3 1226, CA.

Occupation—Lease granting right of way over private road for term of years for purposes connected with lessee's business—User of road for purposes of business—Lessor opposing grant of new tenancy—Whether tenancy of right of way a protected business tenancy—Whether word 'occupation' interchangeable with word 'user'—Whether right of way over road constituting property or premises capable of being 'occupied...for the purposes of a business'—Whether lease a protected tenancy—Landlord and Tenant Act 1954, s 23(1). *Land Reclamation Co Ltd v Basildon District Council* [1978] 2 1162, ChD.

Covenant—

Quiet enjoyment—

Breach—Pleading—Departure from pleading—Facts pleaded sufficient to warrant claim for trespass. *See* **Pleading** (Departure—Legal consequences of pleaded facts—Pleading setting out material facts and alleging interference with right to quiet enjoyment of premises—Facts pleaded sufficient to warrant claim for trespass).

Eviction—

Trespass by landlord—

Exemplary damages—Landlord unlawfully evicting tenant from demised premises. *See* **Damages** (Exemplary damages—Trespass to land—Landlord unlawfully evicting tenant from demised premises).

Forfeiture of lease —

Notice of breach —

Failure to give notice —Breach of condition complained of —Bankruptcy of surety —Lease providing for re-entry on bankruptcy of surety for lessee —Action for repossession on ground of bankruptcy of surety —No statutory notice served specifying surety's bankruptcy as breach of condition complained of —Whether surety's bankruptcy a 'breach of condition' —Whether service of statutory notice necessary —Law of Property Act 1925, s 146(1). *Halliard Property Co Ltd v Jack Segal Ltd* [1978] 1 1219, ChD.

Lease—

Agricultural holding. *See* **Agricultural holding**.

Disclaimer—

Bankruptcy. *See* **Bankruptcy** (Disclaimer of onerous property—Lease).

Voluntary winding-up of company. *See* **Company** (Voluntary winding-up—Disclaimer of onerous property—Lease).

Forfeiture. *See* **Forfeiture of lease, ante**.

LANDLORD AND TENANT (cont)

- Lease (cont)—
 - Land registration—
 - Effect of registration on title of registered proprietor—Notice of lease. *See* **Land registration** (Effect of registration on title of registered proprietor—Notice of lease).
- Leasehold enfranchisement—
 - Agreement relating to tenancy—
 - Agreement purporting to exclude or modify right to acquire freehold—Purports to exclude or modify—Freeholder granting concurrent lease of house to third party before tenant's notice served—Tenant not party to concurrent lease—Effect of concurrent lease to increase price payable for freehold—Whether concurrent lease 'agreement relating to a tenancy'—Whether tenant required to be a party to the agreement—Whether concurrent lease purporting to modify tenant's right to acquire freehold—Whether concurrent lease providing for imposition of penalty or disability on tenant on seeking to acquire freehold—Leasehold Reform Act 1967, s 23(1). *Jones v Wrotham Park Settled Estates* [1978] 3 527, CA
- Licence to occupy premises—
 - Generally. *See* **Licence** (Licence to occupy premises).
- Local authority houses. *See* **Housing** (Local authority houses).
- Long leasehold—
 - Acquisition of freehold or extended lease. *See* **Leasehold enfranchisement**, *ante*.
- New tenancy—
 - Business premises—
 - Generally. *See* **Business premises**, *ante*.
- Notice to quit—
 - Agricultural holding. *See* **Agricultural holding** (Notice to quit).
- Possession—
 - Recovery—
 - Protected tenancy. *See* **Rent restriction** (Possession).
- Premises—
 - Business premises—
 - Generally. *See* **Business premises**, *ante*.
- Protected tenancy—
 - Possession. *See* **Rent restriction** (Possession).
 - Termination—
 - Joint tenancy. *See* **Rent restriction** (Statutory tenancy—Protected tenant in occupation or termination of protected tenancy—Joint tenancy).
- Recovery of possession—
 - Local authority dwelling—
 - Defence to claim for possession—Abuse of power. *See* **Housing** (Local authority houses—Management—Abuse of powers—Defence to claim for possession).
 - Protected tenancy. *See* **Rent restriction** (Possession).
- Rent—
 - Review—
 - Reasonable rent—Improvements made to demised premises—Rent to be stated rent or a reasonable rent for the demised premises—Improvements made pursuant to landlord's licence and at tenant's expense—Improvements becoming part of demised premises—Whether improvements to be taken into account in assessing reasonable rent. *Cuff v J & F Stone Property Co Ltd* [1978] 2 833, ChD.
 - Reasonable rent—Improvements made to demised premises—Rent to be the higher of existing rent or a reasonable rent for the demised premises—Improvements made pursuant to landlord's licence and at tenant's expense—Improvements becoming part of demised premises—Whether improvements to be taken into account in assessing reasonable rent. *Ponsford v HMS Aerosols Ltd* [1978] 2 837, HL.
 - Stamp duty —
 - Lease —Consideration consisting of rent. *See* **Stamp duty** (Lease or tack —Consideration consisting of rent).
- Rent restriction. *See* **Rent restriction**.
- Sale of land—
 - Local authority house—
 - Offer by local authority to sell house to sitting tenant. *See* **Sale of land** (Exchange of contracts—Necessity for exchange—Concluded contract before exchange—Intention of parties—Offer by council in printed form to sell council house to sitting tenant).
- Security of tenure—
 - Agricultural worker. *See* **Rent restriction** (Agricultural worker).
- Statutory tenancy—
 - Rent restriction. *See* **Rent restriction** (Statutory tenancy).
 - Succession to tenancy on death of original tenant. *See* **Rent restriction** (Death of tenant).
- Tenancy—
 - Agricultural holding. *See* **Agricultural holding**.
 - Creation—
 - Estate agent—Authority to create tenancy. *See* **Estate agent** (Authority—Authority to create tenancy).
- Trespass by landlord—
 - Unlawful eviction of tenant from demised premises—
 - Exemplary damages. *See* **Damages** (Exemplary damages—Trespass to land—Landlord unlawfully evicting tenant from demised premises).

LAWYER

- Counsel—
 - Generally. *See* **Counsel**.

LAYTIME

Expiry —

Demurrage. *See* **Shipping** (Demurrage — Expiry of laytime).

LEARNING

Article in interest of learning—

Defence to charge of publishing obscene publication. *See* **Criminal law** (Obscene publications—
Defence of public good—Publication justified on ground that article is in interests of science,
literature, art or learning or other objects of general concern)

LEASEAgricultural holding. *See* **Agricultural holding**.Business premises. *See* **Landlord and tenant** (Business premises).

Disclaimer—

Bankruptcy. *See* **Bankruptcy** (Disclaimer of onerous property—Lease).

Voluntary winding-up of company. *See* **Company** (Voluntary winding-up—Disclaimer of onerous
property—Lease).

Enfranchisement. *See* **Landlord and tenant** (Leasehold enfranchisement).

Forfeiture—

Generally. *See* **Landlord and tenant** (Forfeiture of lease).

Holiday letting—

Exclusion from protection of Rent Acts. *See* **Rent restriction** (Protected tenant—Excluded
tenancies—Holiday letting).

Land registration—

Effect of registration on title of registered proprietor—

Notice of lease. *See* **Land registration** (Effect of registration on title of registered proprietor—
Notice of lease).

Long lease—

Enfranchisement. *See* **Landlord and tenant** (Leasehold enfranchisement).

Rent—

Generally. *See* **Landlord and tenant** (Rent).

Representation—

Negligent misrepresentation. *See* **Misrepresentation** (Negligent misrepresentation—Lease of
office premises).

Stamp duty. *See* **Stamp duty** (Lease or tack).

LEASEHOLD ENFRANCHISEMENT

See **Landlord and tenant** (Leasehold enfranchisement).

LEAVE

Appeal—

Criminal proceedings. *See* **Criminal law** (Appeal—Leave to appeal).

House of Lords—

Petition for leave to appeal—Costs. *See* **House of Lords** (Costs—Petition for leave to
appeal).

Criminal appeal—

Application for leave to appeal. *See* **Criminal law** (Appeal—Leave to appeal—Application).

Divorce—

Application for financial provision—

Application subsequent to petition or answer. *See* **Divorce** (Financial provision—
Application—Application subsequent to petition or answer—Leave of court).

LEGAL AID

Costs—

Unassisted person's costs out of legal aid fund. *See* Unassisted person's costs out of legal aid
fund, *post*.

Criminal cases —

Taxation of costs. *See* Taxation of costs — Criminal proceedings, *post*.

Taxation of costs—

Criminal proceedings—

Appeal to High Court against review of taxation—Amendment of provision for awarding costs
taking place between review and appeal —Solicitors' fees and expenses in criminal
proceedings —Whether court entitled to take amendment into consideration —Whether
amendment a procedural amendment —Whether nevertheless court required to deal with
matter on same basis as that applicable when taxation was initiated —Legal Aid in Criminal
Proceedings (Fees and Expenses) Regulations 1968 (SI 1968 No 1230), regs 7(6) (as
substituted by the Legal Aid in Criminal Proceedings (Fees and Expenses) (Amendment)
Regulations 1977 (SI 1977 No 875)), 10(4). **R v Dunwoodie** [1978] 1 923, QBD.

Solicitor's fees and expenses—

Criminal proceedings—Fair remuneration —Power of taxing authority to certify that owing to
exceptional circumstances sums payable under regulations would not provide fair
remuneration —Exceptional circumstances —Inflation —Whether effect of inflation an
'exceptional circumstance' —Legal Aid in Criminal Proceedings (Fees and Expenses)
Regulations 1968 (SI 1968 No 1230), reg 7(6). **R v Dunwoodie** [1978] 1 923, QBD.

Criminal proceedings—Principles to be applied —Effect of notes for guidance on taxation
contained in non-statutory document issued to taxing officers —Effect of inflation on figures
given in document —Assessment of hourly rate for work done —Degree of difficulty of case
and status of person doing work relevant factors —Allowance for travelling time —Basis of
assessment —Fee for attending court —Assessment —Application of broad average figures
in taxations —Whether charges for criminal work should be higher or lower than those
applicable in other types of work. **R v Dunwoodie** [1978] 1 923, QBD.

LEGAL AID (cont)

Unassisted person's costs out of legal aid fund—

Costs recoverable where assisted person granted legal aid for part only of proceedings—

Costs attributable to that part of proceedings—Attributable—Assisted party granted legal aid certificate for hearing only on day before hearing commenced—Successful unassisted party incurring substantial costs prior to grant of legal aid certificate in respect of preparation and reading of counsel's briefs for the hearing—Whether costs 'attributable to' part of proceedings for which legal aid granted limited to costs incurred while legal aid certificate in force—Whether costs of preparing and reading briefs 'attributable to' the hearing—Legal Aid Act 1974, s 14(5). **S v S (unassisted party's costs)** [1978] 1 376, FamD.

LEGAL PROFESSIONAL PRIVILEGE

Interrogatory. *See* **Discovery** (Interrogatory—Privilege—Legal professional privilege).

LIBEL

Blasphemous libel. *See* **Criminal law** (Blasphemy—Blasphemous libel).

Criminal libel. *See* **Criminal law** (Libel).

LICENCE

Gaming—

Application for licence. *See* **Gaming** (Licensing of premises—Application for licence).

Licence to occupy premises—

Contractual licence—

Terms to be inferred—Man and mistress—Man buying house from mistress and her husband at substantially below market price—Mistress and husband living apart—House occupied by mistress and her children—Man intending to move into house to live with mistress and children in due course—Relationship between man and mistress ending six weeks after purchase of house—Whether possible to infer licence for mistress to occupy house for life—Whether licence terminable on reasonable notice **Chandler v Kerley** [1978] 2 942, CA.

Description in document—

Terms of agreement indicating licence—Terms appearing to make occupation non-exclusive—Two agreements to share residential accommodation—Unmarried couple signing separate agreements to share room—Agreements identical except for name of grantee—Condition of each agreement that grantee would be willing to share room with grantor or such other grantee as licensor might from time to time permit to use it—Whether condition void as contrary to public policy or illegal—Whether tenancy or licence created. **Somma v Hazlehurst** [1978] 2 1011, CA.

Deserted wife's right to occupy matrimonial home—

Revocation of licence—Family enterprise—Family arrangement whereby husband's mother purchasing house for husband and wife on payment of monthly sums by them—Nature of legal relationship between mother and husband and wife—Licence—Marriage breaking down early on—Husband leaving wife for another woman—Wife and baby remaining in house—Wife offering to make monthly payments to mother—Mother claiming possession of house—Whether licence to occupy house joint licence in favour of husband and wife—Whether licence revocable as against wife on breakdown of marriage. **Hardwick v Johnson** [1978] 2 935, CA.

Equitable licence—

Revocation—Revocation claimed by legal owner because of licensee's subsequent conduct—Effect of conduct on licensee's right to claim equitable relief—Excessive user of property or bad behaviour towards legal owner not conduct justifying revocation of licence—Defendant occupying one of two adjoining cottages under equitable licence for life pronounced by court in action for possession brought by previous legal owner of property—Present legal owner living in other cottage claiming possession on ground of defendant's subsequent conduct—Conduct as pleaded and found by judge consisting of trifling acts—Disturbance of legal owner's quiet enjoyment not pleaded—Judge determining licence—Whether conduct sufficient to justify revocation of licence—Whether court entitled to grant defendant equitable relief. **Williams v Staite** [1978] 2 928, CA.

Licence distinguished from tenancy—

Agreement to share residential accommodation—Right of access reserved by licensor—Licensor explaining that right of access a 'legal formality' to ensure agreement was a licence—Licensees understanding that they would in fact have exclusive possession of premises—Whether reservation of right of access destroyed licensees' right to exclusive possession—Whether agreement a licence to occupy premises or a tenancy. **Walsh v Griffiths-Jones** [1978] 2 1002, Cty Ct.

Revocation—

Deserted wife's right to occupy matrimonial home. *See* **Licence to occupy premises**—Deserted wife's right to occupy matrimonial home—Revocation of licence, *ante*.

Equitable licence. *See* **Licence to occupy premises**—Equitable licence—Revocation, *ante*.

LIKE WORK

Equality of treatment between men and women. *See* **Employment** (Equality of treatment between men and women).

LIMITATION OF ACTION

Acknowledgment—

Debt—

Balance sheet of debtor company despatched to shareholders—Receipt by shareholder not proved—Whether 'acknowledgment'—Whether acknowledgment 'made to' shareholder—Whether acknowledgment effective—Limitation Act 1939, s 24(2). **Re Compania de Electricidad de la Provincia de Buenos Aires Ltd** [1978] 3 668, ChD.

LIMITATION OF ACTION (cont)

Court's power to override time limit in personal injury or fatal accident claim—

Court required to have regard to any unreasonable delay by plaintiff and nature of legal advice received—

Legal professional privilege—Interrogatory. *See* **Discovery** (Interrogatory—Privilege—Legal professional privilege—Application for leave to bring action outside limitation period—Court required to have regard to any unreasonable delay by plaintiff and nature of legal advice received).

Exercise of discretion—

Unfettered discretion to allow action to proceed where equitable to do so—Discretion not limited to difficult or exceptional cases—Formal delay on part of plaintiff's solicitor—Failure to apply for extension of validity of writ within limitation period—No prejudice to defendant in allowing action to proceed—Whether proper case in which to override time limit—Limitation Act 1939, s 2D (as inserted by the Limitation Act 1975, s 1). **Firman v Ellis** [1978] 2 851, CA.

Matters to which court may have regard—

Evidence to be adduced by defendant likely to be less cogent than if action brought within prescribed time—Presumption that defendant would be prejudiced where delay exceeding five years—12 years' delay in bringing action—Action for damages for pneumoconiosis—Similar claims brought against defendants and settled by them during the 12 years—Inference that because of those claims cogent evidence to defend plaintiff's claim available to defendants—Whether presumption of prejudice rebutted—Limitation Act 1939, s 2D(3) (b) (as inserted by the Limitation Act 1975, s 1). **Buck v English Electric Co Ltd** [1978] 1 271, QBD.

Length of delay—Extreme length of delay alone not a reason for refusing to allow case to proceed—All facts of case required to be considered—12 years' delay in bringing action from date of knowledge that injury was significant—Whether length of delay ground for refusing to allow action to proceed—Limitation Act 1939, s 2D(3) (a) (as inserted by the Limitation Act 1975, s 1). **Buck v English Electric Co Ltd** [1978] 1 271, QBD.

Prejudice to plaintiff—Remedy against solicitor—Plaintiff having remedy against solicitor for negligence if application to override time limit refused—Whether a relevant consideration in determining whether action should be allowed to proceed—Limitation Act 1939, s 2D(1) (as inserted by the Limitation Act 1975, s 1). **Firman v Ellis** [1978] 2 851, CA.

Practice—

Application to extend validity of writ—Application made after expiry of limitation period—Proper course for master or registrar to decline to consider whether action should be allowed to proceed under statutory power to override time limit—Onus on plaintiff to issue fresh writ and apply to judge for order overriding time limit—Limitation Act 1939, s 2D (as inserted by the Limitation Act 1975, s 1)—RSC Ord 6, r 8. **Firman v Ellis** [1978] 2 851, CA.

Transitional provisions on commencement of statute introducing power—

Action commenced and pending at date of commencement of statute—Order made before commencement of statute dismissing application made outside limitation period to extend validity of writ—Effect of order—Whether order rendering proceedings a nullity—Whether action having been commenced and determined before commencement of statute—Limitation Act 1975, s 3. **Firman v Ellis** [1978] 2 851, CA.

Leave to add party to proceedings—

Writ issued before expiration of limitation period—

Whether limitation period ceases to run to defendant's advantage when defendant added as party—Whether limitation period ceases to run on date of issue of writ or on date when defendant added as party. **Gawthrop v Boulton** [1978] 3 615, ChD.

Period of limitation—

Bond issued by company—

Bondholder not claiming payment of interest or capital—Right to payment of interest statute-barred after six years—Right to payment of capital statute-barred after 12 years—From what moment period begins to run—Limitation Act 1939, s 18(1) (5). **Re Compania de Electricidad de la Provincia de Buenos Aires Ltd** [1978] 3 668, ChD.

Return of capital by company to shareholders under scheme of arrangement—

Dividends declared by company—Share warrants issued by company to bearer—Members not claiming payment—Right to payment statute-barred after six years—Limitation Act 1939, s 2(1). **Re Compania de Electricidad de la Provincia de Buenos Aires Ltd** [1978] 3 668, ChD.

Personal injury claim—

When time begins to run. *See* **When time begins to run—Personal injury claim, post.**

When time begins to run—

Personal injury claim—

Date of plaintiff's knowledge that injury was significant—When reasonable for plaintiff to have considered injury sufficiently serious to justify instituting proceedings—Plaintiff contracting pneumoconiosis first certified in 1959—In 1963 disability from disease assessed at 20 per cent and plaintiff becoming aware that disease was progressively worsening—Between 1963 and 1970 plaintiff aware that other employees had claimed damages for pneumoconiosis against the defendants—Plaintiff not bringing action for damages until February 1975 when disability assessed at 100 per cent and he was no longer able to work—Plaintiff not bringing action earlier because he was in employment and receiving disability pension and therefore not in need of damages—Whether deceased must reasonably have considered more than three years prior to issue of writ that injury was sufficiently serious to justify instituting proceedings—Limitation Act 1939, s 2A(4)(b)(7) (as inserted by the Limitation Act 1975, s 1). **Buck v English Electric Co Ltd** [1978] 1 271, QBD.

LIQUIDATOR

Company—

Compulsory winding-up. *See* **Company** (Compulsory winding-up—Liquidator).

LIS PENDENS

Registration as land charge. *See* **Land charge** (Pending action—Registration).

LISTS

Chancery division—

Bankruptcy appeals—

Appeals to Divisional Court. *See* **Bankruptcy** (Appeal—Appeal from county court—Appeal to Divisional Court of Chancery Division—Practice—List of appeals to be heard during term).

Warned list. *See* **Practice** (Chancery Division—Warned Lists).

LITIGANT IN PERSON

Contempt of court—

Application for committal by litigant in person. *See* **Contempt of court** (Committal—Application—Litigant in person).

LITIGATION

Court's directions on litigation between executors. *See* **Beddoe proceedings**.

Negligence—

Barrister. *See* **Counsel** (Negligence).

LOAN

Capital—

Stamp duty. *See* **Stamp duty** (Issue of loan capital).

Recovery—

Loan secured by mortgage—

High Court—Action triable as commercial action or mortgage action. *See* **Court** (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).

Repayment of loan index-linked to foreign currency. *See* **Money** (Loan—Repayment of loan index-linked to foreign currency).

Servant —

Vicarious liability —

Loan of servant. *See* **Vicarious liability** (Loan of servant).

LOCAL AUTHORITY

Children—

Care. *See* **Child** (Care—Local authority).

Education—

Duty of local education authority to secure provision in area of sufficient schools. *See* **Education** (School—Duty of local education authority to secure provision in area of sufficient schools).

Housing. *See* **Housing**.

Member —

Expenses. *See* **Local government** (Expenses — Members of local authority).

Nuisance—

Summary proceedings to abate, prohibit or restrict nuisance—

Noise. *See* **Nuisance** (Noise—Summary proceedings by local authority to abate, prohibit or restrict nuisance).

Power—

Assumption of parental rights—

Child in care—Resumption of care by parent. *See* **Child** (Care—Local authority—Resumption of care by parent—Power to make resolution assuming parental rights).

Relator action. *See* **Practice** (Parties—Local authority).

Right of action—

Protection of interests of inhabitants of area. *See* **Practice** (Parties—Local authority—Promotion or protection of interests of inhabitants of their area).

Sewers—

Agreement to vest sewer in local authority. *See* **Public health** (Sewerage—Public sewer—Agreement to vest sewer in local authority).

Town and country planning. *See* **Town and country planning**.

Tree preservation—

Duty to protect areas of natural beauty. *See* **Practice** (Parties—Local authority—Promotion or protection of interests of inhabitants of their area—Local authority obtaining injunction to restrain breaches by defendant of tree preservation order).

LOCAL GOVERNMENT

Alteration of area—

Proposal—

Objection by local authority—Action by local authority on ground that boundary commission's proposals invalid—Commission required to observe rules laid down for considering electoral arrangements—Commission required to achieve electoral equality between wards—Commission appointing assistant commissioner to hold local inquiry and to report—Assistant commissioner recommending scheme based on size of council and not on electoral equality—Commission accepting recommendations but modifying scheme to improve balance of representation between wards—Commission submitting modified scheme to Secretary of State—Whether commission complied with rules—Whether modified scheme achieved required electoral equality—Local Government Act 1972, Sch 11, para 3(2)(3). **London Borough of Enfield v Local Government Boundary Commission for England** [1978] 2 1073, QBD.

LOCAL GOVERNMENT (cont)

Expenses —

Member of local authority —

Attendance allowance payable to member of local authority who is a councillor —Whether allowance payable to deemed member of local authority who is a councillor of another local authority—Local Government Act 1972, s 173(1). **Hopson v Devon County Council** [1978] 1 1205, ChD.

Officer—

Compensation for loss of employment—

Loss of employment attributable to reorganisation of local government—Attributable to—Causal connection between reorganisation and loss of employment—Applicant town clerk of a borough council due to disappear under reorganisation—Applicant appointed to office of chief executive of a district council created under reorganisation—District council reviewing its management structure after one year of being in operation—District council deciding to abolish post of chief executive because of economic conditions—Applicant's employment as chief executive terminated—Whether loss of employment 'attributable to' reorganisation of local government—Whether sufficient causal connection between reorganisation and loss of employment—Local Government Act 1972, s 259(1)—Local Government (Compensation) Regulations 1974 (SI 1974 No 463), reg 4(1). **Walsh v Rother District Council** [1978] 3 881, CA.

Loss of employment attributable to reorganisation of local government—Attributable to—Material contributory cause of loss of employment—Applicant employed by council as airport manager—Under reorganisation council ceasing to exist and replaced by new council—New council continuing to employ applicant as airport manager—New council deciding for financial reasons to hand over management of airport to a company—Termination of applicant's employment with new council—Whether sufficient to show that reorganisation of local government a material contributory cause of loss of employment—Whether sufficient to prove that new council's change of policy about managing the airport would not have been adopted by the former council—Local Government (Compensation) Regulations 1974 (SI 1974 No 463), regs 7(1)(a), 11(1)(a). **Mallet v Restormel Borough Council** [1978] 1 503, QBD.

Resettlement compensation—Local government—Officer—Compensation for loss of employment—Resettlement compensation—Time for making claim for compensation—Claim to be made not later than 13 weeks after loss of employment which was the cause of the claim—Applicant employed as airport manager—Council ceasing to operate airport—Applicant refusing alternative employment but negotiating for early retirement with pension—Applicant retained as employee for two months after date in which he ceased to manage airport—During those two months applicant employed on duties connected with winding up airport and on other unspecified duties—Claim for compensation made more than 13 weeks after date on which applicant ceased to manage airport but within 13 weeks of date employment terminated as result of negotiations—Whether claim in time—Local Government (Compensation) Regulations 1974 (SI 1974 No 463), reg 7(1)(d). **Mallet v Restormel Borough Council** [1978] 1 503, QBD.

Town and country planning. *See* **Town and country planning**.

LOCAL VALUATION COURT

Contempt of court—

Publication concerning proceedings before court. *See* **Contempt of court** (Publications concerning legal proceedings—Court—Inferior court—Local valuation court).

LONG LEASE

Acquisition of freehold or extended lease. *See* **Landlord and tenant** (Leasehold enfranchisement).

LONG VACATION

Companies Court —

Applications in long vacation. *See* **Practice** (Companies Court — Applications in long vacation).

LORD CHANCELLOR

University—

Visitor—

No appointment of visitor. *See* **Education** (University—Visitor—Modern university—Charter establishing university providing for appointment of visitor by Crown—No appointment made—Whether university having a visitor—Whether visitatorial powers exercisable by Lord Chancellor on behalf of Crown in absence of appointment).

LOSS

Amenities of life—

Personal injury—

Damages. *See* **Damages** (Personal injury—Loss of amenities of life).

Building society—

Guarantee fund. *See* **Building society** (Powers—Guarantee fund—Arrangement for purpose of making funds available to meet losses incurred by persons investing in building society a party to arrangement).

Compensation—

Criminal cases—

Compensation order. *See* **Sentence** (Compensation—Order—Compensation for personal injury, loss or damage resulting from the offence).

Damages —

Mitigation of loss —

Generally. *See* **Damages** (Mitigation of loss).

LOSS (cont)

- Employment—
 - Compensation—
 - Local government officer. *See* **Local government** (Officer—Compensation for loss of employment).
- Future earnings—
 - Damages for personal injuries. *See* **Damages** (Personal injury—Loss of future earnings).
- Goods—
 - Liability of bailee—
 - Gratuitous bailment—Onus of proof. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Onus of proof—Loss of goods).
- Trustee—
 - Liability to make good loss. *See* **Trust and trustee** (Liability of trustee—Liability to make good loss and to account).

LUMP SUM PAYMENT

- Divorce. *See* **Divorce** (Financial provision—Lump sum order).

MACHINERY

- Capital allowances —
 - Income tax —
 - Machinery or plant. *See* **Income tax** (Capital allowances —Machinery or plant).

MAGAZINE

- Obscenity. *See* **Criminal law** (Obscene publications).

MAGISTRATES

- Appeal—
 - Matrimonial proceedings—
 - Appeal to High Court against matrimonial order. *See* **Husband and wife** (Matrimonial order—Appeal to High Court against order of magistrates).
- Committal proceedings—
 - Generally. *See* **Criminal law** (Committal—Preliminary hearing before justices).
- Discretion—
 - Whether to invite change of plea after plea of guilty—
 - Plea in unequivocal terms—Defendant represented by solicitor. *See* **Criminal law** (Trial—Plea—Withdrawal of plea of guilty—Plea in unequivocal terms—Defendant represented by solicitor—Solicitor acting under mistaken belief that offence was absolute—Whether solicitor's mistake made plea equivocal—Whether justices had discretion to invite change of plea when defendant legally represented).
- Domestic proceedings. *See* **Husband and wife**.
- Fingerprints—
 - Evidence in criminal proceedings—
 - Order to take fingerprints—Place where fingerprints to be taken. *See* **Criminal evidence** (Fingerprints—Place where fingerprints to be taken—Justices' order to take fingerprints).
- Irish warrant—
 - Indorsement for execution in England—
 - Order for return—Likelihood of prosecution or detention for another offence of political character—Evidence to show political character of offence or likelihood of prosecution for another offence of political character not tendered before magistrates—Whether fresh or additional evidence admissible on application for habeas corpus—Backing of Warrants (Republic of Ireland) Act 1965, s 2(2). *Re Nobbs* [1978] 3 390, QBD.
- Matrimonial order. *See* **Husband and wife** (Matrimonial order).
- Order—
 - Fingerprints. *See* **Criminal evidence** (Fingerprints—Place where fingerprints to be taken—Justices' order to take fingerprints)

MAIL ORDER BUSINESS

- Master and servant —
 - Restraint of trade by agreement. *See* **Restraint of trade by agreement** (Master and servant — Restraint of trade by agreement).

MAINTENANCE

- Highway. *See* **Highway** (Maintenance).
- Husband and wife. *See* **Husband and wife** (Maintenance).
- Wilful neglect to maintain—
 - Maintenance order after divorce—
 - Discretion to make order. *See* **Husband and wife** (Wilful neglect to maintain—Divorce—Discretion to make maintenance order after parties divorced).

MAN

- Equality of treatment—
 - Employment. *See* **Employment** (Equality of treatment between men and women).

MANAGEMENT

- Local authority houses. *See* **Housing** (Local authority houses—Management).

MANDAMUS

- Justices, to—
 - Committal proceedings—
 - Refusal to allow cross-examination. *See* **Criminal law** (Committal—Preliminary hearing before justices—Prerogative order—Magistrate refusing to allow cross-examination during committal proceedings—Whether mandamus would issue directing magistrate to allow cross-examination).

MANDATORY INJUNCTION

See Injunction (Mandatory injunction).

MANUFACTURER

Negligence. *See* Negligence (Manufacturer's liability).

MAP

Highway—
Definitive map. *See* Highway (Classification—Definitive map).

MARKET

Sunday trading —
Jewish shop —
Place where any retail trade is carried on —Market held in field. *See* Shop (Sunday closing —Exemption —Jewish shop —Place where any retail trade is carried on —Market held in field).

MARRIAGE

Dissolution. *See* Divorce.
Polygamous—
Family provision—
Widow of polygamous marriage. *See* Family provision (Jurisdiction—Polygamous marriage).
Prospects—
Damages for personal injuries—
Loss of future earnings. *See* Damages (Personal injury—Loss of future earnings—Marriage prospects).
Remarriage—
Divorced person—
Application for financial provision. *See* Divorce (Financial provision—Application—Remarriage of party).
Voidable marriage—
Revocation of will. *See* Will (Revocation—Marriage—Voidable marriage).
Will—
Revocation by marriage. *See* Will (Revocation—Marriage).

MASTER

Summons —
Practice —
Masters' summonses. *See* Practice (Summons —Masters' summonses).

MASTER AND SERVANT

Confidential information. *See* Duty of servant—Confidential information, *post*.
Continuity of employment. *See* Employment (Continuity).
Contract of service—
Breach of contract—
Unilateral repudiation of contract by servant—Managing director of company appointed for term of ten years—Contract prohibiting director from engaging in any other business—Director purporting to resign before expiry of ten year period—Company not accepting resignation—Whether unilateral repudiation of contract by servant automatically determining contract. *Thomas Marshall (Exports) Ltd v Guinle* [1978] 3 193, ChD.
Distinction between contract of service and contract for services—
Declaration of parties—Intention of employer and manager to change manager's status to self-employed for tax purposes—Genuine agreement with explicit terms—Whether parties' agreement conclusive in determining status of manager. *Massey v Crown Life Insurance Co* [1978] 2 576, CA.
Frustration—
Short-term periodic contract—Absence from work because of illness—Employer taking no steps to dismiss employee—Employee a key worker—Employer waiting four months and then engaging new permanent member of staff to undertake employee's duties—Employer continuing to receive medical certificates from employee without comment—Employee declared fit after 21 months and returning to work—Employee told no work available—Whether employee having been dismissed—Whether contract having previously come to an end by frustration. *Hart v A R Marshall & Sons (Bulwell) Ltd* [1978] 2 413, EAT.
Restraint of trade. *See* Restraint of trade by agreement.
Written particulars of terms of employment—
Amendment or substitution—Jurisdiction of tribunal—Contract setting out particulars required to be stated by statute—Contract setting out salary—Unclear whether salary inclusive or exclusive of cost of living bonus—Whether jurisdiction to amend contract where all statutory particulars included but meaning of contract unclear—Contracts of Employment Act 1972, s 8(2)(5). *Construction Industry Training Board v Leighton* [1978] 2 723, EAT.
Discrimination against a man. *See* Employment (Discrimination against a man).
Duty of servant—
Confidential information—
Injunction restraining disclosure—Employee's contract restricting disclosure of company's confidential information and trade secrets—Employee placing orders with company's suppliers and customers for benefit of his own companies—Whether company entitled to injunctions restraining him from soliciting company's suppliers and customers and from disclosing and 'using' company's confidential information and trade secrets—Whether breach of implied duty of fidelity and good faith—Whether breach of employee's duty not to benefit personally from contract ostensibly negotiated on behalf of company—Whether restriction on disclosure of confidential information and trade secrets extending to 'use' of such material. *Thomas Marshall (Exports) Ltd v Guinle* [1978] 3 193, ChD.

MASTER AND SERVANT (cont)

- Equality of treatment between men and women. *See* **Employment** (Equality of treatment between men and women).
- Industrial tribunal. *See* **Industrial tribunal**.
- Redundancy. *See* **Redundancy**.
- Restraint of trade. *See* **Restraint of trade by agreement** (Master and servant).
- Trade dispute—
 - Generally. *See* **Trade dispute**.
- Trade union. *See* **Trade union**.
- Unfair dismissal. *See* **Unfair dismissal**.
- Vicarious liability —
 - Loan of servant. *See* **Vicarious liability** (Loan of servant).
- Wrongful dismissal—
 - Damages. *See* **Contract** (Damages for breach—Wrongful dismissal).

MATERIAL CHANGE OF USE

- Town and country planning —
 - Development. *See* **Town and country planning** (Development — Material change of use).

MATRIMONIAL HOME

- Exclusion of party from matrimonial home—
 - Injunction. *See* **Injunction** (Exclusion of party from matrimonial home).
- Injunction —
 - Exclusion of party from matrimonial home. *See* **Injunction** (Exclusion of party from matrimonial home).
- Intestacy—
 - Right of surviving spouse to acquire home. *See* **Intestacy** (Appropriation by personal representatives—Surviving spouse—Matrimonial home).
- Mortgage—
 - Priority of wife's equitable interest. *See* **Mortgage** (Equitable interest—Priority—Husband and wife's joint purchase of matrimonial home)
- Registered land—
 - Overriding interest—
 - Person in actual occupation. *See* **Land registration** (Overriding interest—Rights of person in actual occupation—Husband and wife's joint purchase of matrimonial home).

MATRIMONIAL ORDER

- See* **Husband and wife** (Matrimonial order).

MEANS

- Affidavit of means —
 - Matrimonial proceedings —
 - Financial provision. *See* **Divorce** (Financial provision — Affidavit of means).

MEDICAL EVIDENCE

- Diminished responsibility—
 - Murder. *See* **Criminal law** (Murder—Diminished responsibility).

MEDICAL RECORDS

- Disclosure—
 - Personal injuries or death—
 - Disclosure to persons not parties to proceedings. *See* **Discovery** (Discovery against persons not parties to proceedings—Claim in respect of personal injuries or death—Production of documents 'to the applicant'—Court ordering disclosure of medical records to applicant's 'legal advisers').

MEDICAL REQUIREMENTS

- Supplementary benefit—
 - Entitlement—
 - Requirements excluding medical requirements. *See* **Supplementary benefit** (Entitlement—Requirements—Requirements excluding medical, surgical, optical, aural or dental requirements).

MEMBER

- Company—
 - Register of members. *See* **Company** (Register of members).

MEMBER STATES

- European Economic Community—
 - Application of treaty provisions in. *See* **European Economic Community** (Treaty provisions—Direct application in member states).

MEMORANDUM

- Contract for sale of land—
 - Generally. *See* **Sale of land** (Contract—Memorandum).

MEN AND WOMEN

- Discrimination —
 - See* **Sex discrimination**.
- Discrimination against a man—
 - Employment. *See* **Employment** (Discrimination against a man).
- Equality of treatment—
 - See* **Employment** (Equality of treatment between men and women).

MENS REA

- Accessory before the fact. *See* **Criminal law** (Accessory before the fact—Knowledge).

MENTAL CAPACITY

Gift—

Mental capacity to make inter vivos gift. *See* Gift (Inter vivos—Mental capacity to make gift).

Gift inter vivos—

Capacity to make gift. *See* Gift (Inter vivos—Mental capacity to make gift).

MENTAL HEALTH

Patient's property—

Settlement—

Distribution of capital of trust fund during patient's lifetime—Power to vary settlement during patient's lifetime—Settlement on trusts to pay income to patient's sister for her life and thereafter to hold capital and income on trusts for her children and remoter issue—Settlement incorporating statutory power of advancement—Court varying settlement by partitioning trust fund between sister and remaindermen—Variation extending statutory power of advancement to whole of beneficiary's expectant or presumptive share—Whether court having power during patient's lifetime to authorise distribution of capital to beneficiaries—Whether court's power to vary trusts merely power to vary trusts of property comprised in settlement at date of the variation—Mental Health Act 1959, s 103(1)(4). *Re CWHIT* [1978] 1 210, ChD.

MERGER

Assets —

Capital gains tax —

Disposal of assets —Value of assets derived from other asset. *See* Capital gains tax (Disposal of assets —Value of asset derived from another asset —Merger of assets).

MIDDLESEX DEEDS REGISTRY

Appropriate register—

Land charge—

Registration in appropriate register. *See* Land charge (Registration—Registration in appropriate register—Middlesex Deeds Registry).

MINOR

Care—

Local authority. *See* Child (Care—Local authority).

Change of surname—

Divorce of parents—

Custody. *See* Divorce (Custody—Change of surname).

Custody—

Divorce proceedings. *See* Divorce (Custody).

Evidence—

Criminal proceedings. *See* Criminal evidence (Child).

Local authority—

Care. *See* Child (Care—Local authority).

Ward of court. *See* Ward of court.

MINOR INTEREST

Land—

Registration. *See* Land registration (Minor interests).

MINORITY SHAREHOLDER

See Company (Minority shareholder).

MISCONDUCT

Professional misconduct—

Counsel. *See* Counsel (Professional misconduct).

MISREPRESENTATION

Damages—

Reasonable ground for belief that facts represented true—

Contract for hire of barges—Representation as to capacity of barges—Barge owners overstating capacity of barges—Owners relying on deadweight capacity stated in Lloyd's Register—Register giving wrong figure—Owners having in their possession ship's documents stating correct figure—Misrepresentation inducing charterers to enter into a contract of hire—Whether owners having reasonable ground to believe that statement as to capacity of barges true—Misrepresentation Act 1967, s 2(1). *Howard Marine & Dredging Co Ltd v A Ogden & Sons (Excavations) Ltd* [1978] 2 1134, CA.

Negligent misrepresentation—

Lease of office premises—

Lessor describing premises as offices and offering them for 15 year letting as offices—Planning permission available for use as offices for two years only—Use of premises thereafter subject to review—Lessor failing to check facts at date of grant of lease—Alleged acquiescence on part of lessee—Whether lessee entitled to rescission of lease on ground of negligent misrepresentation. *Laurence v Lexcourt Holdings Ltd* [1978] 2 810, ChD.

MISTAKE

Appearance entered by mistake—

Withdrawal of appearance—

Jurisdiction to allow withdrawal. *See* Practice (Appearance—Withdrawal of appearance—Jurisdiction—Appearance entered by mistake).

Common mistake—

Contract. *See* Contract (Mistake—Common mistake).

Mistake of fact. *See* Mistake of fact—Common mistake, *post*.

MISTAKE (cont)

Income tax—

Mistake, defect or omission not invalidating assessment. *See* **Income tax** (Assessment—Mistake, defect or omission not invalidating assessment).

Mistake of fact—

Common mistake—

Existence of mistake at date of contract—Belief of parties at date of contract that planning permission available without restriction for use of premises as offices—Planning permission available for limited period only—Planning permission subject to review thereafter—Lessee taking possession without making any enquiries or searches—Whether lessee entitled to rescission of contract on ground of common mistake. **Laurence v Lexcourt Holdings Ltd** [1978] 2 810, ChD.

MISTRESS

Licence to occupy premises—

Contractual licence—

Terms to be inferred. *See* **Licence** (Licence to occupy premises—Contractual licence—Terms to be inferred—Man and mistress).

Man and woman living with each other in same household —

Domestic violence —

Injunction—Exclusion of party from home—County court. *See* **Injunction** (Exclusion of party from matrimonial home—County court—Man and woman who are living with each other in the same household as husband and wife).

MISUSE OF DRUGS

Generally. *See* **Drugs**.

MITIGATION

Damages —

Generally. *See* **Damages** (Mitigation of loss).

Wrongful dismissal. *See* **Contract** (Damages for breach—Wrongful dismissal—Mitigation of loss).

MOBILE HOME

Agreement offered by site owner to occupier of mobile home—

Term of agreement offered by owner—

Term of agreement to be not less than five years—Owner offering agreement for term of five years—Occupier applying to county court for longer term—County court judge exercising discretion under power to settle matters in dispute by extending term to eight years—Whether county court judge had discretion to extend term—Whether length of term could be 'a matter in dispute'—Mobile Homes Act 1975, ss 2(1), 4(5). **Taylor v Calvert** [1978] 2 630, CA.

MOCK AUCTION

See **Criminal law** (Mock auction).

MONEY

Currency—

Date at which rate of exchange calculated—

Payment made after date of default but before judgment—Charterparty—Freight expressed in US dollars but payable in British external accounts sterling in London—Charterers failing to pay demurrage on due date—Charterers later paying sterling equivalent of amount owing on due date—Fall in sterling against dollar between due date and date of payment—Whether payment to be converted at exchange rate ruling on date of default or on date of payment. **George Veflings Rederi A/S v President of India** [1978] 3 838, QBD.

Foreign currency—

Award of arbitrator. *See* **Arbitration** (Award—Foreign currency).

Loan—

Repayment of loan index-linked to foreign currency—

Enforceability—Public policy—Mortgage—Parties within United Kingdom—Principal and interest due under mortgage to be repaid in sterling—Clause in mortgage index-linking sums concerned to Swiss franc—Whether index-linking of money obligation contrary to public policy—Whether clause void or unenforceable. **Multiservice Bookbinding Ltd v Marden** [1978] 2 489, ChD.

MORAL CHARACTER

Disclosure —

Insurance —

Duty to disclose such facts as a reasonable or prudent insurer might treat as material. *See* **Insurance** (Disclosure—Duty to disclose such facts as a reasonable and prudent insurer might treat as material—Moral character of insured).

MORTGAGE

Action by mortgagee for possession—

Jurisdiction of High Court—

Net annual value of property for rating—Property not liable to be rated—County court having exclusive jurisdiction if net annual value for rating less than county court limit—Mortgaged property comprising two hereditaments one of which not liable to be rated and the other having net annual value for rating below county court limit—Net annual value for rating of property not consisting of one or more hereditaments having separate net annual value—Property to be taken to have net annual value for rating equal to its value by the year—Whether annual value by the year of hereditament not liable to be rated to be taken as its net annual value for rating—Whether combined net annual value for rating of both hereditaments exceeding county court limit—Administration of Justice Act 1970, s 37(1)—County Courts Act 1959, ss 48, 200(2) (b). **P B Frost Ltd v Green** [1978] 2 206, ChD.

MORTGAGE (cont)

Action by mortgagee for possession (cont)—

Originating summons—

Affidavit in support —Particulars of every person to best of plaintiff's knowledge in possession —Affidavit to contain only such facts as to his own knowledge deponent able to prove —Plaintiff a building society —Affidavit to state deponent's office in society —Affidavit to contain only an unqualified assertion giving particulars of persons in possession to best of society's knowledge —RSC Ord 41, r 5(1), Ord 88, r 6(4). *Nationwide Building Society v Bateman* [1978] 1 999, ChD.

Affidavit in support —Particulars of the amount of the repayments —Affidavit to state total amount of the repayments of principal down to its date —RSC Ord 88, r 6(3)(b). *Nationwide Building Society v Bateman* [1978] 1 999, ChD.

Action to recover loan secured by mortgage

Action triable as commercial action or mortgage action—

High Court. *See Court* (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).

Equitable interest—

Priority—

Husband and wife's joint purchase of matrimonial home—Conveyance in husband's sole name—Creation of mortgage by husband—Possession sought by mortgagee—Whether mortgagee having priority over wife's equitable interest. *Bird v Syme Thompson* [1978] 3 1027, ChD.

Loan index-linked to foreign currency—

Repayment—

Enforceability—Public policy. *See Money* (Loan—Repayment of loan index-linked to foreign currency—Enforceability—Public policy—Mortgage).

Loan secured by mortgage—

Recovery—

High Court—Action triable as commercial action or mortgage action. *See Court* (Jurisdiction—High Court of Justice—Divisions of High Court—Action triable as commercial action or mortgage action).

Redemption—

Relief against contractual terms in mortgage transaction—

Circumstances in which court will grant relief—Terms unfair and unconscionable—Mortgage to secure borrowed money—Mortgagor required to repay mortgagee principal and interest in sterling—Clause in mortgage index-linking to Swiss franc actual amount to be repaid—Depreciation of sterling against Swiss franc—Principal and interest to be repaid far exceeding in value nominal amount of sum lent—Whether clause unfair and unconscionable and therefore unenforceable. *Multiservice Bookbinding Ltd v Marden* [1978] 2 489, ChD.

MOTION

Committal order—

Contempt of court. *See Contempt of court* (Committal—Application).

MOTOR INSURANCE

Exception—

Passenger other than one carried by reason of or in pursuance of a contract of employment—

By reason of contract of employment—Passenger's contract of employment containing no provision for him to obtain lift—Forester whose duty it was to inspect lorry loads of logs requesting lift from driver of timber lorry for personal reasons—Forester's contract making no provision for him to obtain lifts from timber lorries—Driver giving lift to forester because he thought it might help his employer—Lorry overturning and killing forester—Driver and employer ordered to pay damages to forester's estate—Whether forester being carried 'by reason of...[his] contract of employment'—Whether insurer liable under policy to indemnify driver and employer. *Tan Keng Hong v New India Assurance Co Ltd* [1978] 2 380, PC.

MULTIPLIER

Damages—

Fatal accident. *See Fatal accident* (Damages—Multiplier).

MUNICIPAL LAW

European Economic Community—

Treaty provisions superseding municipal law of member states. *See European Economic Community* (Treaty provisions—Direct application in member states—Municipal law no longer applicable).

MURDER

Generally. *See Criminal law* (Murder).

MUSICAL WORK

Live performance—

Protection from bootlegging. *See Practice* (Inspection of property—Property subject-matter of action or in respect of which question arising—Interlocutory motion—Ex parte application—Jurisdiction to make order).

MUTUAL DEALINGS

Bankruptcy—

Proof—

Set-off. *See Bankruptcy* (Proof—Set-off—Mutual credits, mutual debts or other mutual dealings).

NAME

- Divorce—
- Custody—
- Change of surname. *See* **Divorce** (Custody—Change of surname).

NATIONAL ENTERPRISE BOARD

- Declaration—
- Breach of statutory duty. *See* **Originating summons** (Striking out—Declaration—Breach of statutory duty—Public corporation).

NATIONAL INSURANCE

- Rates of benefit—
- Review by Secretary of State—
- Duty to review in each tax year rates of certain benefits to determine whether they have retained their value in relation to the general level of earnings or prices—Period to which Secretary of State must have regard for purposes of review—Social Security Act 1975, s 125. **Metzger v Department of Health and Social Security** [1978] 3 753, CA.
- Supplementary benefit. *See* **Supplementary benefit**.

NATURAL JUSTICE

- Company—
- Board of Trade investigation—
- Appointment of inspectors. *See* **Company** (Investigation by Board of Trade—Appointment of inspectors—Natural justice).
- Domestic tribunal—
- British Boxing Board of Control—
- Application for manager's licence—Reasons for refusal of licence not given—Request for oral hearing not granted—Whether board required to give applicant an oral hearing—Whether board required to give reasons for refusing licence. **McInnes v Onslow Fane** [1978] 3 211, ChD.
- Political party—
- National Executive Committee of Labour Party—Resolution to suspend constituency officers and committees pending enquiry—Persons concerned given no opportunity to be heard before suspensions became effective—Whether breach of rules of natural justice. **Lewis v Heffer** [1978] 3 354, CA.
- Hearing—
- Duty to hear parties, etc—
- Company—Investigation by Board of trade—Appointment of inspectors. *See* **Company** (Investigation by Board of Trade—Appointment of inspectors—Natural justice—Duty to hear parties).
- Public inquiry—
- Duty to hear parties—
- Opportunity to be heard—Religion prohibiting party from attending on date set for hearing—Housing—Compulsory purchase order—Inquiry by inspector—Objector to order unable to attend on date of inquiry on religious grounds—Objector requesting either deferment of inquiry or special hearing at later date—Request made two months after date for inquiry fixed and three weeks before inquiry held—Secretary of State refusing request—Secretary of State suggesting that objector arrange to be represented at inquiry—Objector not replying to Secretary of State's suggestion—Whether objector acquiescing in Secretary of State's suggestion—Whether inquiry conducted in breach of rules of natural justice—Whether ground for quashing order. **Ostreicher v Secretary of State for the Environment** [1978] 3 82, CA.
- Opportunity to deal with evidence relating to matter on which decision based—Party not alerted to fact that issue one which would be taken into account—Planning inquiry—Appeal against refusal of planning permission to extract sand and gravel from agricultural land—Refusal on ground extraction and refilling would reduce quality and productivity of land—Applicant's evidence at inquiry directed to dealing with that issue—Bare reference in objector's evidence to function of sand and gravel in attracting moisture to topsoil—Applicant's appeal dismissed on ground replacement of gravel would put at risk supply of moisture to topsoil—Whether decision in breach of rules of natural justice. **H Sabey & Co Ltd v Secretary of State for the Environment** [1978] 1 586, QBD.

NEGLECT

- Wife—
- Wilful neglect to maintain. *See* **Husband and wife** (Wilful neglect to maintain).

NEGLIGENCE

- Bailee—
- Generally. *See* **Bailment**.
- Barrister. *See* **Counsel** (Negligence).
- Builder—
- Duty to take care. *See* **Duty to take care**—Builder, *post*.
- Company—
- Minority shareholder—
- Representative action—Negligence alleged against majority shareholders. *See* **Company** (Minority shareholder—Representative action—Negligence alleged against majority shareholders).
- Counsel. *See* **Counsel** (Negligence).

NEGLIGENCE (cont)

Damage—

Nature of damage giving rise to cause of action—

Negligence in construction of house—Present or imminent danger to health or safety of occupier—House built on top of hill—Garden on slope of hill—Foundations of house and bricks and mortar properly constructed by builder—House liable to collapse at any time owing to instability of hillside—Part of garden damaged in landslide—Danger to house having mental and physical effect on occupier—Whether occupier having cause of action against builder for negligent construction of house. **Batty v Metropolitan Property Realizations Ltd** [1978] 2 445, CA.

Damages —

Solicitor. *See Solicitor* (Negligence — Damages).

Defective premises—

Builder's liability—

Extent of duty to take care—Duty to potential occupier of house which he builds. *See Duty to take care—Builder—Extent of duty—Duty to potential occupier of house which he builds, post.*

Defence —

Manufacturer's liability. *See Manufacturer's liability — Defence, post.*

Duty to take care—

Builder—

Extent of duty—Duty to potential occupier of house which he builds—Defective support from adjoining land—Builder constructing house financed by development company on land owned by company—Builder and company inspecting site before decision to build taken—Foundations of house and bricks and mortar properly constructed—House sold by company to purchaser—House liable to collapse at any time owing to defective support from adjoining land—Defect discoverable before house built—Purchaser suing builder for negligence—Liability of builder. **Batty v Metropolitan Property Realizations Ltd** [1978] 2 445, CA.

Fatal Accidents Acts. *See Fatal accident.*

Highway—

Maintenance. *See Highway* (Maintenance—Negligence).

Pavement—

Hole dug in pavement. *See Highway* (Maintenance—Negligence—Street works—Hole dug in pavement by local authority workmen for junction box).

Unguarded opening on pavement. *See Highway* (Maintenance—Negligence—Street works—Hole dug in pavement by local authority workmen for junction box).

House—

Construction of house—

Nature of damage giving rise to cause of action. *See Damage—Nature of damage giving rise to cause of action—Negligence in construction of house, ante.*

Indemnity—

Construction of indemnity clause—

Indemnity against consequence of own negligence. *See Indemnity* (Construction of indemnity clause—Indemnity against consequence of own negligence).

Information or advice—

Counsel—

Immunity. *See Counsel* (Negligence—Immunity—Preliminary advice on matters connected with pending or contemplated litigation).

Fact peculiarly within knowledge of defendant—

Specific fact which plaintiff has no ready means of ascertaining—Owners and prospective charterers of barges to be employed for specific purpose known to owners—Owners innocently misrepresenting capacity of barges—Misrepresentation inducing charterers to enter into contract of hire—Whether owners under a duty of care to give accurate information as to capacity of barges. **Howard Marine & Dredging Co Ltd v A Ogden & Sons (Excavations) Ltd** [1978] 2 1134, CA.

Manufacturer's liability —

Defence —

Proof of good system of work and adequate supervision —Wooden packing case —Lorry driver standing on case while loading lorry injured when case broke —Case badly nailed —Whether proof of good system of work and adequate supervision defence to action against manufacturer of case. **Hill v James Crowe (Cases) Ltd** [1978] 1 812, QBD.

Misrepresentation—

Negligent misrepresentation. *See Misrepresentation* (Negligent misrepresentation).

Pavement—

Hole dug in pavement. *See Highway* (Maintenance—Negligence—Street works—Hole dug in pavement by local authority workmen for junction box).

Professional person—

Solicitor. *See Solicitor* (Negligence).

Solicitor. *See Solicitor* (Negligence).

Street works—

Pavement—

Hole dug in pavement. *See Highway* (Maintenance—Negligence—Street works—Hole dug in pavement by local authority workmen for junction box).

NO CASE TO ANSWER

Criminal trial. *See Criminal law* (Trial—No case to answer).

NO REASONABLE CAUSE OF ACTION

Pleading—

Striking out. *See Pleading* (Striking out—No reasonable cause of action).

NOISE

Nuisance. *See Nuisance* (Noise).

NON-CONTENTIOUS BUSINESS

Solicitor—

Taxation of costs. *See* **Costs** (Taxation—Solicitor—Non-contentious business).**NOTE OF JUDGMENT**Appeal from county court. *See* **County court** (Appeal—Note of county court)**NOTICE**Application for gaming licence. *See* **Gaming** (Licensing of premises—Application for licence. Notice advertising making of application).

Breach of covenant in lease —

Forfeiture —

Generally. *See* **Landlord and tenant** (Forfeiture of lease —Notice of breach).

Contract—

Notice to terminate—

Contract determinable by reasonable notice. *See* **Contract** (Time—Duration of contract—Determinable by reasonable notice).

Counter-notice—

Agricultural holding. *See* **Agricultural holding** (Notice to quit—Counter-notice).Enforcement notice. *See* **Town and country planning** (Enforcement notice).Gaming licence application. *See* **Gaming** (Licensing of premises—Application for licence—Notice advertising making of application).

Hearing—

Wardship proceedings—

Notice of hearing. *See* **Ward of court** (Practice—Hearing—Notice of hearing).

Hearsay evidence —

Intention to adduce —

Out of court statement. *See* **Document** (Admissibility in evidence —Out of court statement —Notice of intention to give in evidence).

Housing—

House unfit for human habitation—

Notice to execute works. *See* **Housing** (House unfit for human habitation—Notice to execute works).

Notice to quit—

Agricultural holding. *See* **Agricultural holding** (Notice to quit).

Redundancy—

Notice of claim to tribunal. *See* **Redundancy** (Notice of claim to tribunal).

Sale of land—

Notice to complete. *See* **Sale of land** (Notice to complete).

Tax advantage—

Counteracting. *See* **Income tax** (Tax advantage—Counteracting—Notice).**NUISANCE**

Continuing nuisance—

Right to sue—

Occupier of land. *See* **Right to sue—Occupier of land—Continuing nuisance, post.**

Natural processes—

Change in nature of land itself—

Change giving rise to state of affairs constituting hazard to neighbouring properties—Occupier aware of hazard—Duty of occupier to abate hazard—Plaintiffs' houses adjacent to steep mound owned and occupied by defendants—Earth movements taking place in mound as a result of natural causes—Movements giving rise to danger of bank collapsing onto houses—Whether defendants under a duty to take reasonable steps to abate danger. *Leakey v National Trust for Places of Historic Interest or Natural Beauty* [1978] 3 234, QBD.

Noise—

Summary proceedings by local authority to abate, prohibit or restrict nuisance—

Alternative remedies—Proceedings in High Court to secure remedy—Appeal to magistrates' court against notice pending—Power of High Court to grant relief—Centre for taxis in quiet residential street—Disturbance to residents at night—Local authority serving notice requiring operators of centre to cease use of centre throughout the night—Operators lodging appeal against notice to magistrates' court—Notice remaining in force pending appeal—Failure to comply with notice—Summary remedy by way of prosecution for failing to comply with notice available to local authority—Before appeal to magistrates' court heard local authority applying to High Court for injunction to restrain use of centre at night—Whether injunction should be granted—Control of Pollution Act 1974, s 58(3)(4)(8). *London Borough of Hammersmith v Magnum Automated Forecourts Ltd* [1978] 1 401, CA.

Occupier—

Duty to abate hazard—

Occupier aware of hazard—Change in nature of land giving rise to hazard. *See* **Natural processes—Change in nature of land itself—Change giving rise to state of affairs constituting hazard to neighbouring properties—Occupier aware of hazard—Duty of occupier to abate hazard, ante.**Right to sue. *See* **Right to sue—Occupier of land, post.**

Public nuisance—

Right of corporation to sue—

Franchise ferry—Curtailement of hours of operation—Proposal to discontinue late evening sailings—Late evening sailings used by some of corporation's employees—Likelihood of disruption of corporation's business and financial loss if sailings discontinued—Corporation bringing action for public nuisance against ferry owner—Whether disruption of business and expense involved capable of being regarded as particular damage giving corporation cause of action. *Gravesham Borough Council v British Railways Board* [1978] 3 853, ChD.

NUISANCE (cont)

Right to sue—

Occupier of land—

Continuing nuisance—Damage occurring while land occupied by plaintiff's predecessor in title—Roots of tree planted by neighbour causing subsidence of wall of house—Plaintiff purchasing house and carrying out necessary repairs—Whether nuisance a continuing nuisance—Whether right to sue accruing only to predecessor in title. **Masters v London Borough of Brent** [1978] 2 664, QBD.

Tree—

Roots causing damage—

Owner's liability—Roots of tree causing damage to adjoining property—Damage occurring while land occupied by plaintiff's predecessor in title—Continuing nuisance. See Right to sue—Occupier of land—Continuing nuisance—Damage occurring while land occupied by plaintiff's predecessor in title—Roots of tree planted by neighbour causing subsidence of wall of house, *ante*.

OBJECTION

Alteration of local government area. See **Local government** (Alteration of area—Proposal—Objection by local authority).

OBSCENE PUBLICATIONS

Generally. See **Criminal law** (Obscene publications).

OBSTRUCTION

Course of justice —

Generally. See **Criminal law** (Obstructing course of justice).

Highway—

See **Highway** (Obstruction).

OBTAINING PROPERTY BY DECEPTION

See **Criminal law** (Obtaining property by deception).

OCCUPATION

Licence to occupy premises. See **Licence** (Licence to occupy premises).

Premises—

Business purposes. See **Landlord and tenant** (Business premises—Occupied for business purposes).

Licence to occupy premises. See **Licence** (Licence to occupy premises).

Rateable occupation. See **Rates** (Rateable occupation).

OCCUPIER

Mobile home—

Agreement offered by site owner to occupier of mobile home. See **Mobile home** (Agreement offered by site owner to occupier of mobile home).

Nuisance. See **Nuisance** (Occupier).

Overriding interest—

Registered land—

Person in actual occupation. See **Land registration** (Overriding interest—Rights of person in actual occupation).

Rateable occupation. See **Rates** (Rateable occupation).

OFFENCE

Classification—

Crown Court—

Distribution of court business. See **Crown Court** (Distribution of court business—Classification of offences).

Criminal—

Conviction—

Lesser offence. See **Indictment** (Conviction of lesser offence).

Same offence—

Co-accused—

Evidence against co-accused. See **Criminal evidence** (Character of accused—Evidence against co-accused—Same offence).

OFFENCES TAKEN INTO CONSIDERATION

Criminal proceedings. See **Criminal law** (Trial—Other offences taken into consideration).

OFFER

Contract. See **Contract** (Offer and acceptance).

OFFICE

Emoluments from office —

Income tax. See **Income tax** (Emoluments from office or employment).

OFFICER

Local government. See **Local government** (Officer).

OFFICIAL RECEIVER

Receiving order—

Rescission—

Support for debtor's application for rescission of receiving order—Debtor having no assets and no prospect of having any. See **Bankruptcy** (Receiving order—Rescission—Debtor having no assets and no prospect of having any—Official receiver satisfied of debtor's lack of assets—Support of Official Receiver for debtor's application for rescission of receiving order).

ONEROUS PROPERTY

Disclaimer—

Bankruptcy. *See* **Bankruptcy** (Disclaimer of onerous property).

Company—

Voluntary winding-up. *See* **Company** (Voluntary winding-up—Disclaimer of onerous property).

ONUS OF PROOF

Bailment—

Liability of bailee—

Gratuitous bailment. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Onus of proof).

OPTION

Option to purchase —

Implied term —

Implied term that grantor would retain subject-matter of option during option period —Option not exercisable until after grantor's death —Grantee accepting lease from grantor of part of option land at high rent because lease granted him option to purchase whole of land at favourable price after grantor's death —Right of pre-emption of option land granted prior to grant of option —Right of pre-emption exercised before grantor's death —Whether term to be implied in option that grantor would not sell land during option period. **Pritchard v Briggs** [1978] 1 886, ChD.

Land charge—

Registration as estate contract. *See* **Land charge** (Failure to register—Estate contract—Contract void against purchaser of legal estate for money or money's worth).

Pre-emption —

Creation of interest in land —

Option to purchase land granted subsequently to grant of right of pre-emption —Right to pre-emption registered as land charge prior to grant of option — Right of pre-emption exercised before option exercised — Sale pursuant to exercise of pre-emption affected by two transactions and payment of two cheques together amounting to purchase at market value —Right of pre-emption providing for purchase at low price — Whether right of pre-emption taking priority over option —Whether right of pre-emption creating interest in land — Whether sale pursuant to exercise of right of pre-emption genuine sale pursuant to right. **Pritchard v Briggs** [1978] 1 886, ChD.

Registration as land charge—

Option to renew underlease—

Registered land—Exemption from requirement to register charge when charge capable of being protected by caution under Land Registration Act. *See* **Land charge** (Registration—Registered land—Exemption from requirement to register land charge when charge capable of being protected by caution under Land Registration Act—Option to renew underlease).

ORAL CONTRACT

Sale of land—

Memorandum—

Oral contract to enter into formal written contract for sale of land. *See* **Sale of land** (Contract—Memorandum—Contract for the disposition of an interest in land—Oral contract to enter into formal written contract for sale of land).

ORDER

Compensation—

Criminal proceedings. *See* **Sentence** (Compensation).

Criminal bankruptcy order. *See* **Criminal law** (Bankruptcy order).Family provision. *See* **Family provision** (Order).Fingerprints. *See* **Criminal evidence** (Fingerprints).

Forfeiture order—

Sentence. *See* **Sentence** (Forfeiture order).

Matrimonial order. *See* **Husband and wife** (Matrimonial order).Receiving order. *See* **Bankruptcy** (Receiving order).

Retrospective effect—

Jurisdiction to backdate order—

Application for new tenancy of business premises—Order giving leave to withdraw application—Leave to withdraw application necessary in High Court but not in county court—Date of withdrawal. *See* **Landlord and tenant** (Business premises—Application for new tenancy—Withdrawal of application—Date of withdrawal—High Court application for new tenancy—Leave to withdraw application necessary in High Court but not in county court—Whether 'the date of withdrawal' was the date of the judgment giving leave to withdraw the application or the date of issue of the summons for leave to withdraw—Whether court having jurisdiction to backdate order giving leave to withdraw application).

Trustee's remuneration. *See* **Trust and trustee** (Remuneration of trustee—Order of court).

Variation of order or sentence—

Power of Crown Court. *See* **Crown Court** (Sentence—Power to vary sentence or other order).

ORGAN

Reconstruction of church organ —

Faculty. *See* **Ecclesiastical law** (Faculty — Reconstruction of church organ).

ORIGINATING SUMMONS

- Adoption proceedings—
 - Removal of proceedings from county court to High Court. *See* **Adoption** (Practice—Removal of proceedings from county court to High Court—Application to be made by originating summons).
- Guardianship proceedings—
 - See* **Guardianship** (Practice—Removal of proceedings from county court to High Court—Application to be made by originating summons).
- Mortgaged property —
 - Action by mortgagee for possession. *See* **Mortgage** (Action by mortgagee for possession — Originating summons).
- Striking out—
 - Declaration—
 - Breach of statutory duty—Public corporation—Corporation entering into agreement with private company—Corporation purporting to act in compliance with its statutory duty—Persons affected by agreement claiming declaration that corporation acting in breach of its statutory duty—No provision in statute establishing corporation for remedy for breach of statutory duty—Application by corporation for summons to be struck out on ground plaintiffs had no locus standi to sue—Whether summons should be struck out. **Booth & Co (International) Ltd v National Enterprise Board** [1978] 3 624, QBD.
 - No reasonable cause of action. *See* **Pleading** (Striking out—No reasonable cause of action—Originating summons).

OSTEOPATHIC TREATMENT

- Supplementary benefit—
 - Entitlement. *See* **Supplementary benefit** (Entitlement—Exclusion of right to benefit in respect of medical or surgical requirements—Claimant undergoing osteopathic treatment on advice of doctors—Whether such treatment 'medical' or 'surgical' requirement)

OUT OF COURT STATEMENT

- Admissibility in evidence. *See* **Document** (Admissibility in evidence).

OUTLINE PLANNING PERMISSION

- See* **Town and country planning** (Permission for development—Outline permission).

OVERLAPPING OFFENCES

- Public order —
 - Threatening, abusive or insulting words or behaviour. *See* **Public order** (Offensive conduct conducive to breaches of peace — Threatening, abusive or insulting words or behaviour — Overlapping offences).

OVERRIDING INTEREST

- Registered land. *See* **Land registration** (Overriding interest).

OVERTAKING

- Vessel—
 - Collision regulations. *See* **Shipping** (Collision regulations—Overtaking vessel).

OWNER

- Protected tenancy—
 - Recovery of possession. *See* **Rent restriction** (Possession).

PARENT

- Resumption of care of child—
 - Child in care of local authority. *See* **Child** (Care—Local authority—Resumption of care by parent).

PARK

- Exhibition of agricultural and horticultural produce—
 - Charitable object. *See* **Charity** (Benefit to community—Showground, park and recreation—Exhibition of agricultural and horticultural produce).

PARLIAMENT

- Construction of statute —
 - Reference to proceedings in Parliament —
 - Hansard. *See* **Statute** (Construction—Hansard —Reference to proceedings in Parliament as an aid to construction).

PARTIAL INTESTACY

- Hotchpot. *See* **Administration of estates** (Partial intestacy—Hotchpot).

PARTICULARS

- Criminal offence—
 - Further particulars. *See* **Criminal evidence** (Character of accused—Evidence against co-accused—
 - Unspecified particulars. *See* **Indictment** (Conviction of lesser offence—Causing grievous bodily harm with intent—Particulars of way grievous bodily harm caused not specified—Whether open to court to accept plea to and verdict of unlawful wounding).
- Pleading. *See* **Pleading** (Particulars).

PARTIES

- Identification of parties—
 - Discovery for purpose of identifying wrongdoers. *See* **Discovery** (Discovery against parties to proceedings—Discovery for purpose of identifying other parties—Identification of wrongdoers).
- Local authority. *See* **Practice** (Parties—Local authority).

PARTNERSHIP

Dissolution—

Solicitors. *See* **Solicitor** (Partnership—Dissolution).

Income tax—

Income arising from possessions out of the United Kingdom—

Partnership between taxpayer and Bahamian Company. *See* **Income tax** (Foreign possessions—Income arising from possessions out of the United Kingdom—Partnership between taxpayer and Bahamian company).Solicitors. *See* **Solicitor** (Partnership).**PASSENGER**

Motor vehicle—

Insurance—

Exception—Passenger other than one carried by reason of or in pursuance of a contract of employment. *See* **Motor insurance** (Exception—Passenger other than one carried by reason of or in pursuance of a contract of employment).**PASSING OFF**

Trade name—

Business carried on abroad but not in England—

Business enjoying reputation and goodwill in England—Restaurant in Paris—Defendant opening restaurant in England under name of plaintiff's restaurant and furnishing it in same style—Whether plaintiff entitled to injunctions restraining defendant from using plaintiff's name and passing off her business as that of plaintiff—Whether existence of goodwill and reputation in England without carrying on business there sufficient to entitle plaintiff to relief. **Maxim's Ltd v Dye** [1978] 2 55, ChD.**PATENT**

Patents Court—

Appeal from Comptroller-General of Patents, Designs and Trade Marks—

Constitution of court—Patents Act 1977, s 97(2). **Practice Direction** [1978] 2 464, Pat Ct.Practice—Appeal to be brought by originating motion—Fees—Registrar of Patent Appeals—Proper officer—RSC Ord 104 (as inserted by RSC (No 3) 1978, r 12), r 14(1)(9)(17). **Practice Direction** [1978] 2 464, Pat Ct.**PATIENT**

Mental patient—

Property. *See* **Mental health** (Patient's property).**PAVEMENT**

Negligence—

Hole dug in pavement. *See* **Highway** (Maintenance—Negligence—Street works—Hole dug in pavement by local authority workmen for junction box).**PAY**

Equal pay—

Men and women—

Equality of treatment. *See* **Employment** (Equality of treatment between men and women).**PAYMENT**

Fare—

Travelling on railway with intent to avoid paying fare. *See* **Railway** (Offence—Travelling on railway with intent to avoid payment of fare).Redundancy. *See* **Redundancy** (Payment).**PENALTY**

Witness exposed to risk of penalty—

Privilege against self-incrimination—

Belief that evidence would expose witness to proceedings for offence or recovery of penalty. *See* **Evidence** (Privilege—Incrimination of witness or spouse—Belief that evidence would expose witness to proceedings for offence or recovery of penalty).**PENDING ACTION**Land action. *See* **Land charge** (Pending action).Registration as land charge. *See* **Land charge** (Pending action—Registration).**PEREMPTORY ORDER**

Child—

Order for return of child to foreign jurisdiction—

Wardship proceedings—Child removed by parent from foreign jurisdiction. *See* **Ward of court** (Jurisdiction—Kidnapping—Peremptory order for return of wards to foreign jurisdiction).**PERFORMANCE BOND**

Documentary credit —

Generally. *See* **Bank** (Documentary credit — Performance bond).**PERIODICAL PAYMENTS**Divorce. *See* **Divorce** (Financial provision—Periodical payments).**PERMITTED DEVELOPMENT***See* **Town and country planning** (Development — Permitted development).

PERSONAL INJURIES

Action—

Discovery—

Order for discovery against person not a party to proceedings. *See* **Discovery** (Discovery against persons not parties to proceedings—Claim in respect of personal injuries or death).

Limitation of time—

Court's power to override time limit. *See* **Limitation of action** (Court's power to override time limit in personal injury or fatal accident claim).

When time begins to run. *See* **Limitation of action** (When time begins to run—Personal injury claim).

Compensation—

Crime—

Compensation order. *See* **Sentence** (Compensation—Order—Compensation for personal injury, loss or damage resulting from the offence).

Damages—

Generally. *See* **Damages** (Personal injury).

PERSONAL REPRESENTATIVES

Appropriation of intestate's estate. *See* **Intestacy** (Appropriation by personal representatives).

PERVERTING COURSE OF JUSTICE

See **Criminal law** (Obstructing course of justice).

PETITION

Appeal—

House of Lords—

Leave to appeal—Costs. *See* **House of Lords** (Costs—Petition for leave to appeal).

Bankruptcy —

Generally. *See* **Bankruptcy** (Petition).

Company—

Compulsory winding-up—

Creditor's petition. *See* **Company** (Compulsory winding-up—Petition by creditor).

PLAN

Conveyance—

Reference to plan. *See* **Sale of land** (Conveyance—Parcels—Reference to plan).

PLANNING PERMISSION

Development. *See* **Town and country planning** (Permission for development).

PLANT

Capital allowances —

Income tax —

Machinery or plant. *See* **Income tax** (Capital allowances —Machinery or plant).

Plant. *See* **Income tax** (Capital allowances—Plant).

PLEA

Criminal trial. *See* **Criminal law** (Trial—Plea).

PLEA-BARGAINING

See **Criminal law** (Trial—Plea—Plea-bargaining).

PLEADING

Admission—

Divorce—

Irretrievable breakdown of marriage—Duty of court to enquire into facts. *See* **Divorce** (Irretrievable breakdown of marriage—Duty of court to enquire into facts).

County court—

Claim for exemplary damages. *See* **County court** (Practice—Exemplary damages).

Damage—

Exemplary damages—

Need to plead claim—County court proceedings. *See* **County court** (Practice—Exemplary damages—Need to plead claim for exemplary damages).

Defence—

Particulars before defence. *See* **Particulars—Particulars before defence, post**.

Departure—

Legal consequences of pleaded facts—

Pleading setting out material facts and alleging interference with right to quiet enjoyment of premises—Facts pleaded sufficient to warrant claim for trespass—Judge in course of trial raising issue of trespass—Whether judge entitled to his own motion to raise issue—Whether defendant taken by surprise. **Drane v Evangelou** [1978] 2 437, CA.

Particulars—

Bad faith—

Local authority dwelling—Management. *See* **Housing** (Local authority houses—Management—Bad faith—Pleading).

Particulars before defence—

Racial discrimination—Identity of persons alleged to have been discriminated against—Proceedings against local authority based on allegation that authority had discriminated against Asian children by dispersing them to schools outside areas where they lived—Large number of children affected by dispersal policy—Difficulty of local authority in giving discovery in absence of particularisation—Whether local authority entitled to particulars of identity of children against whom it was alleged they had discriminated before delivering their defence and before discovery. **Race Relations Board v London Borough of Ealing** (No 2) [1978] 1 497, CA.

PLEADING (cont)

Striking out—

No reasonable cause of action—

Originating summons—Evidence inadmissible on an application to strike out—Affidavit in support of originating summons—Affidavit constituting evidence and not pleading—Originating summons containing nothing to show no reasonable cause of action—Defendants relying for purpose of application on contents of plaintiff's affidavit in support of originating summons—Whether affidavit constituting 'evidence on an application' to strike out—Whether court entitled to have regard to affidavit in determining application—RSC Ord 18, r 19(1)(a)(2)(3). **Re Caines (deceased)** [1978] 2 1, ChD.

POLICEArrest without warrant by. *See* **Arrest** (Arrest without warrant).

Assault on constable in execution of duty—

Arrest without warrant. *See* **Arrest** (Arrest without warrant—Constable).

Execution of duty—

Forcible attempt to take fingerprints—Attempt to take fingerprints pursuant to justices' order—Justices' order only authorising fingerprints to be taken at courthouse—Forcible attempt to take fingerprints at police station—Appellant forcibly resisting attempt to take fingerprints—Whether appellant assaulting police officers in execution of their duty—Police Act 1964, s1(1). **R v Jones (Yvonne)** [1978] 3 1098, CA.

Constable

Arrest without warrant by. *See* **Arrest** (Arrest without warrant).

False allegation to police —

Obstructing course of justice. *See* **Criminal law** (Obstructing course of justice — False allegation to police).

Obstructing course of justice —

False allegation to police. *See* **Criminal law** (Obstructing course of justice — False allegation to police).

Powers—

Search. *See* **Right of search, post**.

Right of search—

Arrested person—

Search unrelated to offence for which suspect arrested—Search of suspect's house—Suspect arrested at place other than house—Contents of house having no apparent relation to offence charged or evidence required to support it—Whether search unlawful. **Jeffrey v Black** [1978] 1 555, QBD.

Search warrant—

Forged documents or instruments—

Any forged document—Documents custody or possession of which a criminal offence—Jurisdiction to issue search warrant in respect of forged documents possession of which not a criminal offence—Forgery Act 1913, ss 8, 16(1). **R v Justice of the Peace for Peterborough, ex parte Hicks** [1978] 1 225, QBD.

Lawful authority or excuse for possession of forged documents—Solicitor—Legal professional privilege—Document in possession of solicitor in connection with preparation of client's defence to criminal charges—Whether document privileged—Whether solicitor having lawful authority or excuse for possession of forged documents—Forgery Act 1913, s 16(1). **R v Justice of the Peace for Peterborough, ex parte Hicks** [1978] 1 225, QBD.

POLITICAL OFFENCE

Return of offender to Ireland—

Irish warrant—

Indorsement for execution in England. *See* **Magistrates** (Irish warrant—Indorsement for execution in England—Order for return—Offence of political character).

POLITICAL PARTY

Labour Party—

Rules. *See* **Unincorporated association** (Rules—National Executive Committee of Labour Party).

Natural justice—

Domestic tribunal. *See* **Natural justice** (Domestic tribunal—Political party).**POLLUTION**

Noise—

Nuisance. *See* **Nuisance** (Noise).**POLYGAMOUS MARRIAGE**

Family provision—

Wife. *See* **Family provision** (Jurisdiction—Polygamous marriage).**POSSESSION**

Cannabinol derivative —

Unlawful possession. *See* **Drugs** (Dangerous drugs — Cannabinol derivative — Unlawful possession).

Conversion. *See* **Conversion** (Possession).

Dangerous drugs—

Unauthorised possession. *See* **Drugs** (Dangerous drugs—Unauthorised possession).

Land —

Summary proceedings to recover possession. *See* **Land** (Summary proceedings for possession).

Landlord—

Protected tenancy—

Recovery of possession. *See* **Rent restriction** (Possession).

POSSESSION (cont)

- Local authority dwelling—
 - Defence to claim to possession—
 - Abuse of power. *See* **Housing** (Local authority houses—Management—Abuse of power—Defence to claim for possession).
- Mortgaged property —
 - Action by mortgagee for possession. *See* **Mortgage** (Action by mortgagee for possession).
- Protected tenancy—
 - Recovery by landlord. *See* **Rent restriction** (Possession).
- Recovery—
 - Landlord, by—
 - Protected tenancy. *See* **Rent restriction** (Possession).

POVERTY

- Relief of—
 - Charitable purpose. *See* **Charity** (Relief of poverty).

POWER

- Building society. *See* **Building society** (Powers).
- Capital gains tax —
 - Disposal of assets —
 - Person becoming absolutely entitled as against trustee —Disposition made in exercise of fiduciary power contained in settlement. *See* **Capital gains tax** (Disposal of assets — Person becoming absolutely entitled as against trustee —Disposition made in exercise of fiduciary power contained in settlement).
- Crown Court—
 - Power to vary sentence or other order. *See* **Crown Court** (Sentence—Power to vary sentence or other order).
- Trustee. *See* **Trust and trustee** (Power of trustee).

POWER OF ATTORNEY

- Debenture—
 - Company. *See* **Company** (Debenture—Power of attorney).

PRACTICE

- Adjournment of proceedings—
 - Chambers proceedings. *See* **Chambers proceedings**—Adjournment to judge, *post*.
- Admiralty. *See* **Admiralty** (Practice).
- Adoption. *See* **Adoption** (Practice).
- Appeal—
 - Employment Appeal Tribunal. *See* **Employment Appeal Tribunal** (Practice—Appeals).
- Appearance—
 - Withdrawal of appearance—
 - Jurisdiction—Appearance entered by mistake—Unconditional appearance entered by party—Fact that limitation period had expired when party added to action overlooked—Whether jurisdiction to give leave to withdraw appearance and substitute conditional appearance—Whether jurisdiction limited to cases of mistakes of a particular kind in entering appearance—Whether if jurisdiction existed discretion properly exercised by allowing withdrawal of appearance and substitution of conditional appearance—RSC Ord 21, r 1. *Firth v John Mowlem & Co Ltd* [1978] 3 331, CA.
- Bankruptcy. *See* **Bankruptcy** (Practice).
- Chambers proceedings—
 - Adjournment to judge—
 - Right to adjournment—Right of any party to have adjournment to the judge in person—Party to summons applying to have summons adjourned to judge—Master refusing because party not a party to the action—Whether 'party' means party to action or party to summons—RSC Ord 32, r 14. *Gawthrop v Boulton* [1978] 3 615, ChD.
- Chancery Division—
 - Contempt of court—
 - Committal order—Application by litigant in person. *See* **Contempt of court** (Committal—Application—Litigant in person—Chancery Division).
 - Lists—
 - Warned List. *See* **Chancery Division**—Warned List, *post*.
 - Warned List—
 - Causes and matters in Witness List Part 2 and Non-Witness List—Notice to solicitor of setting down for hearing. *Practice Note* [1978] 2 645, ChD.
- Companies Court —
 - Applications in long vacation —
 - Applications for schemes of arrangement or reconstruction, for reduction of share capital or in respect of capital redemption reserve funds or share premium accounts —Extension of existing arrangements. *Practice Direction* [1978] 1 820, Companies Ct.
- Contempt of court—
 - Application for committal order. *See* **Contempt of court** (Committal—Application).
- Costs—
 - Generally. *See* **Costs**.
- County court. *See* **County court** (Practice).
- Court of Appeal. *See* **Court of Appeal** (Practice).
- Criminal trial. *See* **Criminal law** (Trial).
- Cross-examination—
 - Committal proceedings—
 - Magistrate refusing to allow cross-examination during committal proceedings—Prerogative order. *See* **Criminal law** (Committal—Preliminary hearing before justices—Prerogative order—Magistrate refusing to allow cross-examination during committal proceedings).
- Discovery. *See* **Discovery**.

PRACTICE (cont)

Dismissal of action for want of prosecution—

Delay—

Prejudice to defendant—Delay before issue of writ—Delay causing prejudice to defendant—Significant increase in prejudice in consequence of delay after issue of writ—Threat of action hanging over defendant prejudicing conduct of his affairs—Action brought outside limitation period pursuant to leave of court—Delay in bringing action causing prejudice to defendant—Delay after issue of writ inordinate and inexcusable—Whether prejudice to defendant significantly increased by delay after issue of writ. **Biss v Lambeth, Southwark and Lewisham Health Authority** [1978] 2 125, CA.

Inordinate delay without excuse—

Delay before issue of writ—Writ claiming damages for personal injuries issued outside three year limitation period pursuant to leave of court—Whether inordinate and inexcusable delay before issue of writ sufficiently prejudicial to defendants to justify dismissal of action for want of prosecution. **Biss v Lambeth, Southwark and Lewisham Health Authority** [1978] 2 125, CA.

Divorce —

Financial provision. *See* **Divorce** (Financial provision — Practice and procedure).

Employment Appeal Tribunal.

See **Employment Appeal Tribunal** (Practice).

Financial provision —

Divorce proceedings. *See* **Divorce** (Financial provision — Practice and procedure).

Guardianship. *See* **Guardianship** (Practice).

Husband and wife—

Injunction. *See* **Injunction** (Husband and wife).

Injunction —

Attachment of power of arrest to injunction —

Husband and wife —Domestic violence. *See* **Injunction** (Husband and wife —Domestic violence —Attachment of power of arrest to injunction —Practice).

Generally. *See* **Injunction**.

Inspection of property—

Property subject-matter of action or in respect of which question arising—

Interlocutory motion—Ex parte application—Jurisdiction to make order—Writ claiming injunctions to restrain defendant from producing and selling unauthorised recordings of 'live performances of musical works—Unauthorised recordings of live performances a criminal offence but not breach of copyright or a tort—Whether jurisdiction to issue ex parte order for inspection of unauthorised recordings if no breach of copyright or no tort committed—Dramatic and Musical Performers' Protection Act 1958, s 1. **Ex parte Island Records Ltd** [1978] 3 824, CA.

Interlocutory injunction. *See* **Injunction** (Interlocutory).

Judgment—

Appeal from county court. *See* **County court** (Appeal—Note of county court judgment).

Litigant in person—

Contempt of court—

Application for committal by litigant in person. *See* **Contempt of court** (Committal—Application—Litigant in person).

Long vacation —

Companies Court —

Applications in long vacation. *See* **Companies Court** —Applications in long vacation, *ante*.

Originating summons —

Mortgaged property —

Action by mortgagee for possession. *See* **Mortgage** (Action by mortgagee for possession —Originating summons).

Parties—

Adding persons as parties—

Limitation period. *See* **Limitation of action** (Leave to add party to proceedings).

Local authority—

Promotion or protection of interests of inhabitants of their area—Local authority obtaining injunction to restrain breaches by defendant of tree preservation order—Local authority applying for committal of defendant for breaches of injunction—Whether local authority bound to sue on relation of Attorney—General—Whether local authority entitled to obtain injunction in own name—Local Government Act 1972, s 222(1) (a). **Kent County Council v Batchelor** [1978] 3 980, QBD.

Patents Court—

Appeal from Comptroller—General. *See* **Patents Court** (Appeal from Comptroller—General of Patents, Designs and Trade Marks—Practice).

Pleading. *See* **Pleading**.

Preservation of subject-matter of cause of action.

Inspection. *See* Inspection of property—Property subject-matter of action or in respect of which question arising, *ante*.

Probate. *See* **Probate** (Practice).

Property—

Inspection of subject matter of cause of action. *See* Inspection of property—Property subject-matter of action or in respect of which question arising, *ante*.

PRACTICE (cont)

Service out of the jurisdiction—

Action on contract governed by English law—

Inferred choice of law—Intention of parties—Contract of insurance—Contract concluded in America—Premiums and claims payable there—Contract part of wider cover—Scheme of cover that all policies should be uniform and be governed by English law—Contract incorporating 'Follow London' clause—Contract also incorporating New York Suable Clause—First sentence of that clause inapplicable to contract—Effect to be given to rest of clause by carrying out parties' intention—Inference of intention that contract should be governed by English law—Service out of jurisdiction of writ by assured against American insurers—RSC Ord 11, r 1(1) (f)(iii). **Armadora Occidental SA v Horace Mann Insurance Company** [1978] 1 407, CA.

Stay of proceedings—

Arbitration—

Stay of court proceedings. *See* **Arbitration** (Stay of court proceedings).

Foreign cause of action—

Grounds justifying stay—Burden of proving grounds on defendant—Proof that continuance of action would work injustice—Whether necessary to prove action oppressive or vexatious. **MacShannon v Rockware Glass Ltd** [1978] 1 625, HL.

Reasonable justification for bringing action in English court—What amounts to reasonable justification—Belief of plaintiff that proceedings would be quicker, damages higher and greater proportion of costs would be recovered in English proceedings—Industrial accident in Scotland—Plaintiff domiciled in Scotland—Defendant having head office in London—Evidence adduced by defendant that plaintiff would suffer none of supposed disadvantages by bringing action in Scotland—Whether plaintiff's belief that he would do better in English proceedings reasonable justification for bringing action in England. **MacShannon v Rockware Glass Ltd** [1978] 1 625, HL.

Summary judgment—

Bill of exchange—

Action between immediate parties—Holder in due course—Dishonoured bill returned to drawer by holder in due course. *See* **Bill of exchange** (Holder in due course—Drawer of bill discounting it to holder in due course—Bill dishonoured on presentation for payment—Dishonoured bill returned to drawer by holder in due course—Action on bill by drawer—Application for summary judgment).

Action for recovery of debt or damages—

Proceedings tried in Court of record for recovery of debt or damages—Tried—Proceedings concluded by summary judgment—Whether proceedings 'tried'—Law Reform (Miscellaneous Provisions) Act 1934, s 3(1)—RSC Ord 14 **Gardner Steel Ltd v Sheffield Brothers (Profiles) Ltd** [1978] 3 399, CA.

Interest—

Award of interest on summary judgment. *See* **Interest** (Damages—Jurisdiction to include interest in award of damages—Summary judgment).

No defence to part of claim—

Damages for breach of contract—Admission of liability but dispute as to quantum of damages—Substantial sum indisputably due to plaintiff—Amount unquantified—Whether court having power to give summary judgment for sum indisputably due to plaintiffs—RSC Ord 14, r 1(1), 3(1). **Associated Bulk Carriers Ltd v Koch Shipping Inc** [1978] 2 254, CA.

Summary proceedings—

Possession of land. *See* **Land** (Summary proceedings for possession).

Summons—

Master's summonses—

Queen's Bench Division—Time summonses—Arrangements for issue—RSC Ord 32, r 3. **Practice Direction** [1978] 1 723, QBD.

Time—

Overriding time limit—

Personal injury or fatal accident claim. *See* **Limitation of action** (Court's power to override time limit in personal injury or fatal accident claim—Practice).

Trial—

Recovery of debt or damages—

Summary judgment. *See* **Summary judgment**—Action for recovery of debt or damages—Proceedings tried in court of record for recovery of debt or damages, *ante*.

Speeches—

Criminal proceedings. *See* **Criminal law** (Trial—Speeches).

Wardship proceedings. *See* **Ward of court** (Practice).

Writ—

Extension of validity—

Overriding time limit—Personal injury or fatal accident claim. *See* **Limitation of action** (Court's power to override time limit in personal injury or fatal accident claim—Practice—Application to extend validity of writ).

PRACTISING CERTIFICATE

Solicitor—

Lapse of partner's certificate—

Dissolution of partnership. *See* **Solicitor** (Partnership—Dissolution—Lapse of practising certificate).

PRECEDENT

Court of Appeal —

Binding effect of previous decisions of court —

Power of court to depart from previous decision —Power to add exceptions to general rule of stare decisis —Construction of new statute —Earlier decision contrary to plain meaning of statute —Statute passed to remedy serious mischief —Protection of victims of domestic violence —Effect of earlier decision to render statute ineffective —Whether Court of Appeal entitled to depart from earlier decision. **Davis v Johnson** [1978] 1 841, CA.

PRE-EMPTION

Creation of interest in land —

Option to purchase land —

Option granted subsequently to grant of right of pre-emption. *See* **Option** (Pre-emption —Creation of interest in land —Option to purchase land granted subsequently to grant of right of pre-emption).

Right of pre-emption—

Stock-in-trade—

Computation of profits for income tax. *See* **Income tax** (Computation of profits—Stock-in-trade—Right of pre-emption).

PREFERENTIAL PAYMENTS

Company—

Winding-up. *See* **Company** (Winding-up—Preferential payments).**PREGNANCY**

Termination—

Legal abortion. *See* **Abortion** (Legal abortion).**PREJUDICE**

Dismissal action for want of prosecution—

Delay—

Prejudice to defendant. *See* **Practice** (Dismissal of action for want of prosecution—Delay—Prejudice to defendant).

PRELIMINARY HEARINGMagistrates. *See* **Criminal law** (Committal—Preliminary hearing before justices).**PREMISES**

Business premises—

Occupied for business purposes. *See* **Landlord and tenant** (Business premises—Occupied for business purposes).

Improvements—

Landlord and tenant—

Rent review—Reasonable rent—Improvements made to demised premises. *See* **Landlord and tenant** (Rent—Review—Reasonable rent—Improvements made to demised premises).

Licence to occupy. *See* **Licence** (Licence to occupy premises).

Office premises—

Lease—

Misrepresentation—Negligent misrepresentation. *See* **Misrepresentation** (Negligent misrepresentation—Lease of office premises).

Rates. *See* **Rates**.**PREROGATIVE ORDER**

Control of committal proceedings. *See* **Criminal law** (Committal—Preliminary hearing before justices—Prerogative order).

PRESSURE TO DISMISS UNFAIRLY

See **Unfair dismissal** (Pressure on employer to dismiss unfairly).

PRESUMPTION

Fact affecting title. *See* **Sale of land** (Title—Vendor's obligation to prove—Presumption of fact affecting title).

Undue influence. *See* **Equity** (Undue influence — Presumption of undue influence).

PRE-TRIAL REVIEW

Criminal proceedings—

Plea-bargaining. *See* **Criminal law** (Trial—Plea—Plea-bargaining—Pre-trial review).

PRIORITY

Mortgage—

Equitable interest. *See* **Mortgage** (Equitable interest—Priority).

PRISON

Board of visitors—

Certiorari—

Jurisdiction. *See* **Certiorari** (Jurisdiction—Prison board of visitors).

Discipline—

Board of visitors—

Exercise of disciplinary powers—Certiorari. *See* **Certiorari** (Jurisdiction—Prison board of governors—Exercise of disciplinary powers).

PRIVATE INTERNATIONAL LAW

See **Conflict of laws**.

PRIVILEGE

Evidence. *See* **Evidence** (Privilege).

PRIVILEGE (cont)

- Legal professional privilege—
 - Forged documents or instruments—
 - Search warrant—Documents in possession of solicitor. *See* **Police** (Search warrant—Forged documents or instruments—Lawful authority or excuse for possession of forged documents—Solicitor—Legal professional privilege).
 - Interrogatory—
 - Generally. *See* **Discovery** (Interrogatory—Privilege—Legal professional privilege).

PRIVY COUNCIL

- Fresh point—
 - Trial before judge sitting without a jury—
 - Defence raised which was not raised before or mentioned by trial judge—Defence of sudden fight to charge of murder —Defence required to be proved by defendant —Whether Privy Council entitled to consider defence —Whether real risk of failure of justice if defence not considered by Privy Council —Whether sufficient evidence on which a reasonable tribunal could find defence was made out —Singapore Penal Code, s 300 (c), exception 4. *Kunjo v Public Prosecutor* [1978] 1 1209, PC.

PROBATE

- Costs—
 - Taxation—
 - Non-contentious business—Fair and reasonable sum in circumstances. *See* **Costs** (Taxation—Solicitor—Non-contentious business—Fair and reasonable sum in circumstances).
- Practice —
 - Stamp duty —
 - Deed or other instrument —Doubt whether instrument duly stamped —Submission of instrument to Controller of Stamps for preliminary noting and endorsement —Solicitor required to give undertaking to resubmit instrument for formal adjudication. *Practice Note* [1978] 1 1046, FamD.

PROCEDURE

- Crown Court. *See* **Crown Court**.
- Industrial tribunal. *See* **Industrial tribunal** (Procedure).
- Trial—
 - Criminal proceedings. *See* **Criminal law** (Trial).

PROCEEDINGS

- Addition of party—
 - Limitation period. *See* **Limitation of action** (Leave to add party to proceedings).
- Stay of proceedings. *See* **Practice** (Stay of proceedings).

PRODUCTION

- Documents—
 - Generally. *See* **Discovery**.

PROFESSIONAL MISCONDUCT

- Counsel—
 - See* **Counsel** (Professional misconduct).

PROFITS

- Computation for income tax. *See* **Income tax** (Computation of profits).
- Income tax—
 - Computation of profits. *See* **Income tax** (Computation of profits).
 - See* **Income tax** (Profits).

PROOF

- Bailment—
 - Liability of bailee—
 - Gratuitous bailment—Onus of proof. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Onus of proof).
- Bankruptcy. *See* **Bankruptcy** (Proof).

PROPERTY

- Action—
 - Inspection of subject-matter of cause of action. *See* **Practice** (Inspection of property—Property subject-matter of action or in respect of which question arising).
- Adjustment order—
 - Divorce. *See* **Divorce** (Property—Adjustment order).
- Conversion. *See* **Conversion**.
- Disclaimer of onerous property—
 - Bankruptcy. *See* **Bankruptcy** (Disclaimer of onerous property).
 - Company—
 - Voluntary winding-up. *See* **Company** (Voluntary winding-up—Disclaimer of onerous property).
- Distribution—
 - Winding-up of company—
 - Voluntary winding-up. *See* **Company** (Voluntary winding-up—Distribution of company's property).
- Divorce—
 - Adjustment order. *See* **Divorce** (Property—Adjustment order).
 - Inspection of subject-matter of cause of action. *See* **Practice** (Inspection of property).
- Mental patient. *See* **Mental health** (Patient's property).
- Obtaining by deception. *See* **Criminal law** (Obtaining property by deception).

PROPERTY (cont)

Property situate out of Great Britain—

Estate duty—

Exemption. *See* **Estate duty** (Property situate out of Great Britain).

Rates. *See* **Rates**.

Unoccupied property—

Rates. *See* **Rates** (Unoccupied property).

PROPOSAL

Alteration of local government area. *See* **Local government** (Alteration of area—Proposal).

PROSECUTION

Closing speech—

Criminal trial. *See* **Criminal law** (Trial—Speeches—Prosecution—Closing speech).

Want of prosecution—

Dismissal of action. *See* **Practice** (Dismissal of action for want of prosecution).

PROTECTED LIFE INTEREST

Election against will—

Effect. *See* **Equity** (Election—Election against will—Effect—Protected life interest).

PROTECTED TENANCY

Generally. *See* **Rent restriction**.

PROTECTIVE AWARD

Redundancy—

Failure to consult appropriate trade union. *See* **Redundancy** (Employer's duty to consult appropriate trade union—Failure to consult union—Protective award against employer).

PROVISIONAL BID

Auction—

Conversion of goods—

Auctioneer's liability. *See* **Conversion** (Auctioneer's liability—Provisional bid).

PROVOCATION

Murder charge. *See* **Criminal law** (Murder — Provocation).

PUBLIC AUTHORITY

Interlocutory injunction—

Public exercising statutory duties as defendant. *See* **Injunction** (Interlocutory—Public authority exercising statutory powers as defendant).

PUBLIC GOOD

Obscene publication—

Defence to criminal charge. *See* **Criminal law** (Obscene publications—Defence of public good).

PUBLIC HEALTH

Sewerage—

Public sewer—

Agreement to vest sewer in local authority—Sewer constructed by defendant in lane subsequently adopted at defendant's request by local authority as public highway—Defendant also requesting local authority to adopt sewer—Local authority recommended to adopt sewer but resolution therefor never passed—Sewer subsequently shown on statutory map as public sewer—Local authority in course of correspondence permitting plaintiff to connect his sewer to the 'public sewer'—Whether correspondence 'an agreement to acquire...sewer'—Whether 'acquired' limited to acquisitions by agreement or covering acquisitions by operation of law—Public Health Act 1936, ss 15(1)(iii), 18(1), 20(1)(b) (2). **Royco Homes Ltd v Eatonwill Construction Ltd** [1978] 2 821, ChD.

PUBLIC INQUIRY

Natural justice. *See* **Natural justice** (Public inquiry).

PUBLIC INTEREST

Disclosure of confidential information —

Affidavit of means —

Matrimonial proceedings —Financial provision. *See* **Divorce** (Financial provision —Affidavit of means —Confidentiality —Public interest in disclosure of information).

PUBLIC ORDER

Offensive conduct conducive to breaches of peace —

Threatening, abusive or insulting words or behaviour —

Overlapping offences —Affray —Fighting in public place —Actual violence and not merely threat of violence involved —Facts alleged sufficient to found charge of affray —Whether open to prosecution to proceed on charge of threatening behaviour —Public Order Act 1936, s 5. **R v Oakwell** [1978] 1 1223, CA.

PUBLIC POLICY

Loan index-linked to foreign currency—

Repayment—

Enforceability. *See* **Money** (Loan—Repayment of loan index-linked to foreign currency—Enforceability—Public policy).

PUBLICATION

Contempt of court—

Publications concerning legal proceedings. *See* **Contempt of court** (Publications concerning legal proceedings).

PUBLICATION (cont)

Obscene. *See* **Criminal law** (Obscene publications).

PURCHASER

Land. *See* **Sale of land** (Purchaser).

QUEEN'S BENCH DIVISION

Master —

Summons —

Practice —Masters' summonses. *See* **Practice** (Summons —Masters' summonses —Queen's Bench Division).

QUIT

Notice to quit—

Agricultural holding. *See* **Agricultural holding** (Notice to quit).

RACE RELATIONS

Discrimination—

Discrimination on grounds of national origin—

Employment—Discovery of confidential documents—Industrial tribunal. *See* **Industrial tribunal** (Practice—Discovery—Confidential documents—Complaint of discrimination in employment).

Unlawful discrimination—

Advertisements and notices—

Indication of intention to do an act of discrimination—Words which can reasonably be understood as indicating intention—Test to be applied—Natural and ordinary meaning of words used—Advertisement of posts for nurses and medical staff in South Africa—Advertisement containing words 'All white patients'—Whether words could reasonably be understood as indicating intention to employ only white nurses—Race Relations Act 1968, s 6(1). **Race Relations Board v Associated Newspapers Group Ltd** [1978] 3 419, CA.

Pleading—

Particulars before defence. *See* **Pleading** (Particulars—Particulars before defence—Racial discrimination).

RACIAL DISCRIMINATION

See **Race relations**.

RAILWAY

Offence—

Travelling on railway with intent to avoid payment of fare—

Intent to avoid payment of fare—Degree of intention required—Intention of passenger to pay only part of fare at time of travel—Intention of passenger to pay balance at later date if requested to do so—Whether 'intending to avoid payment of fare'—Whether intention permanently to avoid payment necessary—Regulation of Railways Act 1889, s 5(3)(a). **Corbyn v Saunders** [1978] 2 697, QBD.

Retirement benefits—

Employees of railway company—

Discrimination against a woman *See* **Employment** (Discrimination against a woman—Provision in relation to retirement).

RATE OF EXCHANGE

Date at which calculated. *See* **Money** (Currency—Date at which rate of exchange calculated).

RATES

Distress for rates—

Appeal—

Appeal to Court of Appeal—Appeal from Divisional Court. *See* **Court of Appeal** (Jurisdiction—Appeal from Divisional Court—Distress for rates).

Husband and wife. *See* **Rateable occupation**—Occupation by relatives—Husband and wife, *post*.

Local valuation court—

Contempt of court—

Publication concerning proceedings before court. *See* **Contempt of court** (Publications concerning legal proceedings—Court—Inferior court—Local valuation court).

Matrimonial home. *See* **Rateable occupation**—Occupation by relatives—Husband and wife, *post*.

Net annual value of property for rating—

Mortgagee's action for possession—

Jurisdiction of High Court. *See* **Mortgage** (Action by mortgagee for possession—Jurisdiction of High Court—Net annual value of property for rating).

Rateable occupation—

Non-occupation of part of premises—

Liability for rates for whole premises—Description in valuation list—Description of premises as 'workshop and store'—Premises consisting of three separate structures—House and two factories—Ratepayer occupying one factory and part of house—Whether ratepayer liable for rates for whole premises. **London Borough of Camden v Herwald** [1978] 2 880, CA.

Occupation by relatives—

Husband and wife—Former matrimonial home—Husband separated from wife—Wife and children remaining in matrimonial home—Home purchased by wife in her sole name—Husband having no interest in home—Whether husband in beneficial occupation—Whether husband deriving beneficial use from house because obligation to maintain wife partly discharged by wife's occupation of home. **Brown v Oxford City Council** [1978] 3 1113, QBD.

RATES (cont)

Unoccupied property—

Resolution for rating of unoccupied property—

Rating provisions to come into operation on day specified in the resolution—Specified in the resolution—Date not expressly stated in resolution—Rating authority's intention that rating should start on 1st April 1974—All public announcements stating that rating to start on that date—Whether requirement that date should 'be specified in the resolution' complied with—General Rate Act 1967, s 17, Sch 1. *Sheffield City Council v Graingers Wines Ltd* [1978] 2 70, CA.

Valuation—

Dwelling-house—

Harassment by neighbours—First floor flat in house—Letting including right to use bathroom in ground floor flat and to pass through ground floor flat to garden—Ground floor flat illegally occupied by 13 persons—Ratepayer subjected to harassment by occupants of ground floor flat—Whether harassment ground for reduction of assessment of first floor flat—General Rate Act 1967, s 19(2)(6). *Black v Oliver (Valuation officer)* [1978] 3 408, CA.

Nil valuation—Ratepayer in beneficial occupation—Flat in house—Flat in extreme state of disrepair—Ratepayer living in flat for 25 years and remaining there to retain Rent Act protection and qualify for rehousing when closing order on house made—Nobody other than ratepayer likely to pay rent for flat—Whether possible to have nil valuation where ratepayer in actual beneficial occupation. *Black v Oliver (Valuation officer)* [1978] 3 408, CA.

Statutory restriction on occupation—Statutory restriction not making ratepayer's actual occupation illegal—First floor flat in house—House in extreme state of disrepair—Direction by local authority limiting occupation of house to one household—At date of direction ratepayer only occupant of house—At date of proposal to alter valuation list ground floor flat illegally occupied by another household—Whether direction to be taken into account in assessing rent hypothetical tenant would pay for ratepayer's flat on assumption flat vacant—Whether because of direction there should be a nil valuation of ratepayer's flat—General Rate Act 1967, s 19(2)(6). *Black v Oliver (Valuation officer)* [1978] 3 408, CA.

Valuation list—

Description in valuation list—

Premises partly occupied—Liability for rates for whole premises. *See* Rateable occupation—Non-occupation of part of premises—Liability for rates for whole premises—Description in valuation list, *ante*.

REAL PROPERTYSale of land. *See* Sale of land.**RECEIPT**

Income—

Charge to tax. *See* Income tax (Persons chargeable—Receipt of income).**REBATE**

Redundancy payment —

Rebate to employer. *See* Redundancy (Payment — Rebate to employer).**RECEIVER**

Company—

Generally. *See* Company (Receiver).**RECEIVING ORDER***See* Bankruptcy (Receiving order).**RECOGNITION**Foreign divorce. *See* Divorce (Foreign decree—Recognition by English court).

Foreign government—

Conflict of laws. *See* Conflict of laws (Foreign government—recognition).

Trade union —

Generally. *See* Trade union (Recognition).Redundancy. *See* Redundancy (Employer's duty to consult appropriate trade union—Recognition of trade union).**RECONSTRUCTION**

Church organ —

Faculty. *See* Ecclesiastical law (Faculty — Reconstruction of church organ).

Company—

Stamp duty—

Relief. *See* Stamp duty (Relief—Reconstruction or amalgamation of companies).**RECORD**

Business—

Admissibility in evidence—

Criminal proceedings. *See* Criminal evidence (Record relating to trade or business).

Trade or business—

Evidence in criminal proceedings. *See* Criminal evidence (Record relating to trade or business).**RECORDER**Mode of address. *See* Lodge (Circuit judge—Deputy circuit judge—Recorder—Mode of address).**RECOVERY**

Costs—

Solicitor. *See* Solicitor (Costs—Recovery).

RECREATION

Charitable object—

Exhibition of agricultural and horticultural produce. *See* **Charity** (Benefit to community—Showground, park and recreation—Exhibition of agricultural and horticultural produce).

RECREATIONAL CHARITY

See **Charity** (Recreational charity)

REDELIVERY

Bailment—

Delay in redelivery of goods. *See* **Bailment** (Gratuitous bailment—Liability of bailee—Delay in redelivery of goods).

REDEMPTION

Mortgage. *See* **Mortgage** (Redemption).

REDUNDANCY

Award—

Protective award—

Failure to consult appropriate trade union. *See* **Employer's duty to consult appropriate trade union**—Failure to consult union—Protective award against employer, *post*.

Continuity of employment. *See* **Employment** (Continuity).

Dismissal by reason of redundancy—

Death of employer—

Renewal of contract or re-engagement by deceased's personal representative—Implied agreement to renew contract or re-engage employee—Employee continuing to do same work as under previous contract of employment—Need to show that employee and personal representative had acted in such a way that they must be taken to have agreed that employment should continue—Redundancy Payments Act 1965, Sch 4, para 3 (as substituted by the Employment Protection Act 1975, Sch 16, para 23). **Ranger v Brown** [1978] 2 726, EAT.

Employer's duty to consult appropriate trade union—

Failure to consult union—

Protective award against employer—Period of award—Factors to be considered in assessing period—Seriousness of employer's default—Whether provision for calculation of period of award penal—Whether maximum period to be awarded where employer's default blatant—Employment Protection Act 1975, s 101(5). **Talke Fashions Ltd v Amalgamated Society of Textile Workers and Kindred Trades** [1978] 2 649, EAT.

Recognition of trade union—

Duty to consult trade union recognised by employer—Employees dismissed on ground of redundancy—Union not consulted before employees dismissed—No collective bargaining on wages between employer and union—National agreement between employers' association and union—Employer's factory manager and union representative discussing company's operations over a not insubstantial period of time—Whether union 'recognised by' employer—Employment Protection Act 1975, s 99(1). **National Union of Tailors and Garment Workers v Charles Ingram & Co Ltd** [1978] 1 1271, EAT.

Duty to consult trade union recognised by employer—Employees dismissed on ground of redundancy—Union not consulted before employees dismissed—No collective bargaining on wages between employer and union—Union representative allowed to put up notice and collect union dues on employer's premises—Employer consulting union representative on security matters and changes in employees' duties—Whether union 'recognised by' employer—Employment Protection Act 1975, s 99(1). **Wilson (Joshua) & Brothers Ltd v Union of Shop Distributive and Allied Workers** [1978] 3 4, EAT.

Special circumstances rendering it not reasonably practicable to comply with duty—

Genuine belief that no appropriate trade union to be consulted—Employer dismissing of employees as redundant—No consultation with trade union before employees dismissed—Employer genuinely believing that there was no appropriate trade union to be consulted—Whether genuine belief that no appropriate trade union to be consulted a 'special circumstance' rendering it not reasonably practicable for the employer to consult union—Whether belief that there was no appropriate trade union to be consulted must be reasonably held—Employment Protection Act 1975, s 99(8). **Wilson (Joshua) & Brothers Ltd v Union of Shop Distributive and Allied Workers** [1978] 3 4, EAT.

Insolvency—Company deciding to cease trading because of insolvency—Dismissal of employees as redundant in consequence—No consultation with trade union representatives before decision made to cease trading—Company hoping to continue trading up to last minute—Whether circumstances of insolvency may amount to 'special circumstances' which render it not reasonably practicable for the employer to comply with the requirement to consult union representatives—Employment Protection Act 1975, s 99(8). **Clarks of Hove Ltd v Bakers' Union** [1978] 2 15, EAT.

Notice of claim to tribunal—

Time within which notice to be given—

Notice to be referred to tribunal in accordance with regulations—Referred—Regulations requiring institution of proceedings by 'sending' notice—Notice posted within prescribed time but never received—Whether permissible to construe 'referred' by reference to language of regulations—Whether notice 'referred' if posted but not delivered within prescribed time—Redundancy Payments Act 1965, s 21(c)—Industrial Tribunals (Labour Relations) Regulations 1974 (SI 1974 No 1386), Sch, r 1. **Nash v Ryan Plant International Ltd** [1978] 1 492, EAT.

REDUNDANCY (cont)

Payment—

Rebate to employer—

Entitlement—Estoppel—Liability of employer to make payment arising from estoppel—Effect on liability of Secretary of State—Whether employer's liability to make payment under the estoppel a liability to pay under the statute—Whether liability of Secretary of State capable of being affected by conduct of employer giving rise to estoppel—Redundancy Payments Act 1965, s 30(1) (a) *Secretary of State for Employment v Globe Elastic Thread Co Ltd* [1978] 3 954, CA.

Protective award—

Failure to consult appropriate trade union. *See* Employer's duty to consult appropriate trade union—Failure to consult union—Protective award against employer, *ante*.

Recognition of union. *See* Employer's duty to consult appropriate trade union—Recognition of trade union, *ante*.

REGISTER

Members of company. *See* **Company** (Register of members).

REGISTERED LAND

Land charge—

Registration. *See* **Land charge** (Registration—Registered land).

REGISTRAR

County court —

Appeal to judge —

Divorce proceedings —Financial provision —Interlocutory appeal. *See* **Divorce** (Financial provision —Practice and procedure —County court —Interlocutory appeal in matrimonial proceedings —Appeal from registrar to county court judge).

Ward of court—

Jurisdiction of registrar. *See* **Ward of court** (Jurisdiction—Registrar).

REGISTRATION

Foreign judgment. *See* **Conflict of laws** (Foreign judgment—Registration in England).

Land—

Generally. *See* **Land registration**.

Land charge. *See* **Land charge** (Registration).

Pending action. *See* **Land charge** (Pending action).

RELATOR ACTION

Local authority. *See* **Practice** (Parties—Local authority).

RELIEF

Capital gains tax. *See* **Capital gains tax** (Exemptions and reliefs).

Mortgage—

Redemption—

Relief against contractual terms. *See* **Mortgage** (Redemption—Relief against contractual terms in mortgage transaction).

Stamp duty. *See* **Stamp duty** (Relief).

RELIGION

Blasphemy. *See* **Criminal law** (Blasphemy).

Public inquiry—

Natural justice—

Opportunity to be heard—Religion precluding party from attending on date set for hearing. *See* **Natural justice** (Public inquiry—Duty to hear parties—Opportunity to be heard—Religion prohibiting party from attending on date set for hearing).

RELIGIOUS BELIEF

Refusal to join trade union on grounds of belief—

Dismissal for refusing to join union—

Unfair dismissal. *See* **Unfair dismissal** (Determination whether dismissal fair or unfair—

Dismissal for refusing to join trade union in accordance with union membership agreement—Refusal to join on grounds of religious belief).

RELIGIOUS DISCRIMINATION

Teacher. *See* **Education** (Teacher—Religious discrimination).

REMARRIAGE

Divorced person—

Application for financial provision. *See* **Divorce** (Financial provision—Application—Remarriage of party).

REMOTENESS OF DAMAGE

Breach of contract—

Damages—

Foreseeable consequence of breach. *See* **Contract** (Damages for breach—Foreseeable consequence of breach).

REMOVAL

Obstruction—

Highway. *See* **Highway** (Obstruction—Removal).

Removal of assets outside jurisdiction—

Interlocutory injunction. *See* **Injunction** (Interlocutory—Danger that defendant may transfer assets out of jurisdiction).

REMUNERATION

- Solicitor—
 - Non-contentious business—
 - Taxation of costs. *See* **Costs** (Taxation—Solicitor—Non-contentious business).
- Trustee. *See* **Trust and trustee** (Remuneration of trustee).

RENEWAL

- Writ —
 - Admiralty action in rem. *See* **Admiralty** (Practice — Action in rem — Writ — Renewal).

RENT

- Review. *See* **Landlord and tenant** (Rent—Review).

RENT RESTRICTION

- Agricultural worker—
 - Agriculture—
 - Livestock keeping—Animals kept for production of food—Keeping and rearing of pheasants for sport—Gamekeeper occupying cottage on agricultural holding—Gamekeeper employed to keep and rear pheasants for sport—Eighty per cent of birds killed sold—Whether gamekeeper employed to keep and rear livestock 'for the production of food'—Whether gamekeeper employed in 'agriculture'—Rent (Agriculture) Act 1976, s. 1. **Glendyne (Lord) v Rapley** [1978] 2 110, CA.
- Death of tenant—
 - Claim by friend to remain in possession—
 - Friend young man who had looked after elderly female tenant for many years—Platonic relationship between tenant and friend—Tenant treated friend as her nephew—No family relationship—Friend regarded by everyone as tenant's nephew—Whether friend could succeed to tenant as statutory tenant—Whether 'member of...tenant's family'—Rent Act 1968, Sch. 1, para. 3. **Joram Developments Ltd v Sharratt** [1978] 2 948, CA.
 - Tenant and lover having lived together for five years without holding themselves out as man and wife—Tenant desirous of retaining her independence and freedom as a single person—Lover remaining in house after tenant's death—Whether lover entitled to remain in possession—Whether lover 'a member of the tenant's family'—Rent Act 1977, Sch. 1, para. 3. **Helby v Rafferty** [1978] 3 1016, CA.

Furnished letting—**Extension of protection to furnished tenancies—**

Statutory exception—Furnished tenancies granted on or after commencement date protected except where resident landlord—Exception excluded where fixed term tenancy granted to person who immediately before it was granted was tenant under earlier tenancy which 'by virtue of this section' was not a protected tenancy—Transitional provision—Earlier tenancy granted before commencement date deemed to be granted on that date—Resident landlord granting tenant two successive fixed term tenancies of furnished premises—First tenancy unprotected when granted—Statute extending protection to furnished premises before termination of first tenancy and commencement of second—Whether second tenancy protected—Whether first tenancy not a protected tenancy 'by virtue of this section'—Rent Act 1968, s. 5A(1)(5)—Rent Act 1974, Sch. 3, para. 1. **Stubbs v Assopardi** [1978] 2 399, CA.

Landlord—**Protected tenancy—**

Recovery of possession *See* **Possession, post**

Possession—**House required by landlord for own use—**

Claim by joint owners—House required for occupation as residence for only one owner—Whether both joint owners constituting 'the owner-occupier'—Whether necessary that house should be required as residence for both joint owners—Whether court having jurisdiction to grant possession if house required for only one joint owner—Rent Act 1968, s. 10(1)(2)(3), Sch. 3, Case 10. **Tilling v Whiteman** [1978] 3 1103, CA.

Protected tenancy—

Recovery of possession. *See* **Possession, ante**.

Protected tenant—**Excluded tenancies—**

Holiday letting—Intention of parties—Tenancy agreement expressly stating that its purpose was to confer on tenant right to occupy house for purpose of holiday—Claim by tenant that purpose of tenancy not holiday letting—No allegation of misrepresentation or mistake or claim for rectification—Burden of proof on tenant to show that contract did not represent true intention of parties—Whether express words of agreement prevailed—Rent Act 1968, s. 2(1) (*bbb*) (as added by the Rent Act 1974, s. 2(1)). **Buchmann v May** [1978] 2 993, CA.

Statutory tenancy—**Protected tenant in occupation on termination of protected tenancy—**

Joint tenancy—One only of two joint tenants in occupation on termination of protected tenancy—Whether both joint tenants constituting 'the protected tenant'—Whether necessary that both joint tenants should be in occupation on termination of protected tenancy—Whether tenant remaining in occupation capable of becoming the statutory tenant—Rent Act 1968, s. 3(1)(a). **Lloyd v Sadler** [1978] 2 529, CA.

REPAIR**Highway—****Scope of duty to maintain—**

Duty to repair and keep in repair. *See* **Highway** (Maintenance—Scope of duty to maintain—Duty to repair and keep in repair).

REPAIR (cont)

Housing—

Unfit for human habitation—

Premises beyond repair at reasonable cost. *See* **Housing** (House unfit for human habitation—Premises beyond repair at reasonable cost).**REPAIRS**

Cost of repairs—

House unfit for human habitation—

House capable at reasonable expense of being rendered fit. *See* **Housing** (House unfit for human habitation—Notice to execute works—House capable at reasonable expense of being rendered fit—Factors to be considered—Cost of repairs compared to value of house).

Housing—

Notice to execute works. *See* **Housing** (House unfit for human habitation—Notice to execute works).**REPAYMENT**

Loan—

Indexed-linked to foreign currency. *See* **Money** (Loan—Repayment of loan index-linked to foreign currency).**REPRESENTATIVE ACTION**Minority shareholder. *See* **Company** (Minority shareholder—Representative action).**REPUDIATION**

Contract—

Charterparty—

Anticipatory breach. *See* **Contract** (Repudiation—Anticipatory breach—Charterparty).

Service contract—

Unilateral repudiation by servant. *See* **Master and servant** (Contract of service—Breach of contract—Unilateral repudiation of contract by servant).**REQUIREMENT**

Supplementary benefit—

Entitlement. *See* **Supplementary benefit** (Entitlement—Requirements).**RES JUDICATA**

Estoppel—

Admission of evidence— *See* **Estoppel** (Res judicata—Admission of evidence).**RESCISSION**

Contract—

Sale of land. *See* **Sale of land** (Rescission of contract).Receiving order. *See* **Bankruptcy** (Receiving order—Rescission).**RESETTLEMENT COMPENSATION**

Local government officer—

Loss of employment. *See* **Local government** (Officer—Compensation for loss of employment—Resettlement compensation).**RESIDENCE**

Bankruptcy —

Petition —

Conditions for presentation —Debtor ordinarily residing in England. *See* **Bankruptcy** (Petition —Conditions for presentation —Debtor carrying on business in England).**RESIDENTIAL ACCOMMODATION**

Agreement to share—

Licence distinguished from tenancy. *See* **Licence** (Licence to occupy premises—Licence distinguished from tenancy—Agreement to share residential accommodation).

Non-exclusive occupation—

Licence to occupy premises. *See* **Licence** (Licence to occupy premises—Description in document—Terms of agreement indicating licence—Terms appearing to make occupation non-exclusive—Two agreements to share residential accommodation).**RESIDUE**

Division—

Will. *See* **Will** (Residue—Division).

Will—

Vesting—

Bequest of residue—Trust for specified purpose—Expression of purpose construed as mere indication of motive for gifts—Overriding intention to benefit donee. *See* **Will** (Gift—Absolute gift—Trust for specified purpose—Expression of purpose construed as mere indication of motive for gift—Overriding intention to benefit donee—Bequest of residue on trust to be used for maintenance of wife and education of daughter up to university grade).**RESTAURANT**

Capital allowances—

Income tax—

Ship used as floating restaurant—Whether ship plant. *See* **Income tax** (Capital allowances—Plant—Apparatus used by taxpayer for purpose of business—Ship used as floating restaurant).

RESTRAINT OF TRADE BY AGREEMENT

Master and servant —

Construction of covenant —

Covenant capable of being construed without alteration of words in sense that would render it reasonable — Employers carrying on mail order business in United Kingdom — Rival mail order company in United Kingdom having subsidiary companies carrying on various businesses throughout the world — Employee responsible for planning catalogue on which employers' mail order business based — Agreement that employee would not seek employment with rival company or any of its subsidiaries within year after leaving employers — Reasonable for employers to seek protection of confidential information relating to mail order business — Whether covenant should be construed as applying only to rival company's mail order business in United Kingdom and not to whole range of business throughout world. **The Littlewoods Organisation Ltd v Harris** [1978] 1 1026, CA.

Mail order business —

Confidentiality of information — Employers' mail order business based on catalogue — Employee responsible for planning catalogue — Agreement that employee would not seek employment with rival company within a year after leaving employers — Whether employers possessing confidential information requiring protection. **The Littlewoods Organisation Ltd v Harris** [1978] 1 1026, CA.

Sporting association —

International Cricket Conference and Test and County Cricket Board —

Monopoly control of official cricket — Change of rules to ban players who had contracted to play for private promoter — Retrospective ban — Whether change of rules in unreasonable restraint of trade. **Greig v Insole** [1978] 3 449, ChD.

RESTRICTION

Company —

Restriction imposed by articles of association. *See* **Company** (Articles of association — Restriction imposed on company).

Rent. *See* **Rent restriction**.**RESTRICTIVE COVENANT**

Injunction —

County court —

Jurisdiction — Claim for injunction ancillary to claim for specific relief — Claim for £1 damages and injunction. *See* **County court** (Jurisdiction — Injunction — Jurisdiction to grant injunction if claim for injunction ancillary to claim for specific relief — Plaintiffs alleging breach of restrictive covenant in contract and claiming £1 damages and injunction).

Land —

Covenant affecting land. *See* **Restrictive covenant affecting land**.Restraint of trade. *See* **Restraint of trade by agreement**.**RESTRICTIVE COVENANT AFFECTING LAND**

Construction of covenant —

Amusement arcade —

Covenant prohibiting use of land as an amusement arcade — Coin-operated amusement machines for children installed on land — Whether an 'amusement arcade' — Whether amusement arcade limited to premises containing gaming machines — Whether age of patrons relevant. **Shaw v Applegate** [1978] 1 123, CA.

Extinguishment —

Freehold —

Common ownership of burdened and benefited land — Owner in fee simple of benefited land purchasing part of burdened land — Subsequent sale by common owner of benefited and burdened land to different purchasers — Whether burdened land remaining subject to covenant — Whether unity of seisin of burdened and benefited land extinguishing covenant or merely suspending it until revival on sale of benefited land — Law of Property Act 1925, s 84(2) (a). **Tiltwood, Sussex, Re** [1978] 2 1091, ChD.

Injunction to restrain breach of covenant. *See* **Injunction** (Discretion — Acquiescence by plaintiff in activities constituting breach of plaintiff's rights — Restrictive covenant affecting land).

RESTRICTIVE TRADE PRACTICES

European Economic Community —

Restriction on freedom to provide services. *See* **European Economic Community** (Restriction on freedom to provide services).

Restraint of trade by agreement. *See* **Restraint of trade by agreement**.**RETAINER**Solicitor. *See* **Solicitor** (Retainer).**RETIREMENT**

Discrimination against a woman —

Provision in relation to retirement. *See* **Employment** (Discrimination against a woman — Provision in relation to retirement).

Unfair dismissal —

Restriction on right not to be unfairly dismissed —

Employee reaching normal retiring age or specified age. *See* **Unfair dismissal** (Right not to be unfairly dismissed — Restriction on right when employee reaches normal retiring age or specified age).

RETROSPECTIVE OPERATION

Confirmatory faculty —

Ecclesiastical law. *See* **Ecclesiastical law** (Faculty — Confirmatory faculty — Effect — Retrospective effect).

RETURN

Value added tax—

Assessment in default of proper returns by taxpayer. *See* **Value added tax** (Assessment in default of proper returns by taxpayer).

REVENUE

Capital gains tax. *See* **Capital gains tax**.

Income tax. *See* **Income tax**.

Stamp duty. *See* **Stamp duty**.

Value added tax. *See* **Value added tax**.

REVIEW

Benefits—

National insurance—

Review by Secretary of State. *See* **National insurance** (Rates of benefit—Review by Secretary of State).

Rent. *See* **Landlord and tenant** (Rent—Review).

Taxation of costs—

Criminal proceedings—

Legal aid—Appeal to High Court against review of taxation. *See* **Legal aid** (Taxation of costs—Criminal proceedings—Appeal to High Court against review of taxation).

REVOCAION

Will—

Generally. *See* **Will** (Revocation).

RIFLE

Firearm certificate—

Exemption—

Shot gun—Smooth-bore gun with barrel not less than 24 inches in length—Rifle altered by removing rifling from barrel. *See* **Firearms** (Certificate—Exemption—Shot gun—Smooth-bore gun with barrel not less than 24 inches in length—Rifle altered by removing rifling from barrel).

RIGHT OF WAY

Business premises—

Occupied for business purposes—

Protected business tenancy. *See* **Landlord and tenant** (Business premises—Occupied for business purposes—Occupation—Lease granting right of way over private road for term of years for purposes connected with lessee's business—User of road for purposes of business—Lessor opposing grant of new tenancy—Whether tenancy a protected business tenancy).

ROAD

Generally. *See* **Highway**.

ROAD TRAFFIC

Dangerous driving—

What amounts to dangerous driving—

Motorist bumping another car while attempting to get into parking space in cul-de-sac—No evidence of danger to public—Whether motorist properly convicted of dangerous driving—Road Traffic Act 1972, s 2. *R v Jones* (Yvonne) [1978] 3 1098, CA.

Driving while unfit to drive through drink or drugs—

Insurance—

Exclusion of liability. *See* **Insurance** (Accident insurance—Exception clause—Exclusion of liability if injury resulted from deliberate exposure to exceptional danger. Exclusion of liability if injury resulted from insured's own criminal act. Voluntary consumption of alcohol before driving motor car).

RULES

Unincorporated association. *See* **Unincorporated association** (Rules).

SALE

Food and drugs. *See* **Food and drugs**.

Land. *See* **Sale of land**.

Mock auction. *See* **Criminal law** (Mock auction).

SALE OF GOODS

Damages for breach of contract—

Anticipatory breach. *See* **Contract** (Damages for breach—Anticipatory breach—Sale of goods).

Duty of seller—

Export licence—

Absolute or qualified duty—Force majeure—Government ban on all exports—Seller responsible for 'obtaining any necessary export licence'—Failure to obtain such licence not providing ground for claim of force majeure if at time contract made regulations requiring licence in force—Seller obtaining export licence—Export of sugar from Poland—Polish government imposing ban on all exports of sugar due to crop failure and revoking licences already granted—Whether seller under absolute duty to obtain licence which would remain valid until shipment—Rules of London Refined Sugar Association, rr 18(a), 21. *C Czarnikow Ltd v Centrala Handlu Zagranicznego 'Rolimpex'* [1978] 2 1043, HL.

Export licence—

Duty of seller. *See* Duty of seller—Export licence, *ante*.

Food and drugs. *See* **Food and drugs**.

Force majeure. *See* **Force majeure** (Sale of goods).

SALE OF GOODS (cont)

- Performance bond —
- Documentary credit —
- Generally. *See* **Bank** (Documentary credit — Performance bond).

SALE OF LAND

Completion—

Delay in completion—

Forfeiture of deposit—Unreasonable delay—Vendor rescinding contract 22 days after expiry of notice to complete. *See* **Deposit**—Forfeiture—Purchaser's failure to complete—Vendor serving ineffective notice to complete—Vendor rescinding contract 22 days after expiry of notice to complete, *post*.

Failure to complete purchase—

Damages—Damages in substitution for specific performance. *See* **Damages for breach of contract**—Damages in substitution for specific performance—Damages at common law for repudiation of contract—Equitable damages in lieu of specific performance—Purchaser failing to complete in time, *post*.

Forfeiture of deposit—Notice to complete served by vendor ineffective. *See* **Deposit**—Forfeiture—Purchaser's failure to complete—Vendor serving ineffective notice to complete, *post*.

Notice to complete. *See* **Notice to complete, post**.

Contract—

Memorandum—

Contract for the disposition of an interest in land—Oral contract to enter into formal written contract for sale of land—Vendor refusing to complete—No note or memorandum evidencing oral contract—Whether purchaser able to sue on oral contract—Whether oral contract a 'contract for the...disposition of...[an] interest in land'—Law of Property Act 1925, s 40(1). *Daulia Ltd v Four Millbank Nominees Ltd* [1978] 2 557, CA.

Rescission. *See* **Rescission of contract, post**.

Stipulations as to title—

Vendor's obligation to prove good title. *See* **Title**—Vendor's obligation to prove—Contract containing stipulations as to title, *post*.

Conveyance—

Parcels—

Reference to plan—Parcels stated to be delineated on plan 'by way of identification only'—Boundary of property conveyed not clear from description of parcels—Whether court entitled to refer to plan in order to ascertain boundary. *Wigginton & Milner Ltd v Winster Engineering Ltd* [1978] 3 436, CA.

Damages —

Negligence of solicitor. *See* **Solicitor** (Negligence — Damages — Sale of land).

Damages for breach of contract—

Damages in substitution for specific performance—

Damages at common law for repudiation of contract—Equitable damages in lieu of specific performance—Purchaser failing to complete in time—Vendor electing to pursue remedy of specific performance—Specific performance rendered impossible—Land sold by mortgagees because vendor defaulting on mortgages—Purchaser's failure to complete preventing vendor from redeeming mortgages and being able to convey land to purchaser—Proceeds of mortgagees' sale insufficient to discharge mortgages and less than price payable by purchaser—Whether vendor entitled to seek alternative remedy of common law damages for repudiation of contract—Whether vendor entitled to equitable damages—Whether impossibility of specific performance caused by vendor—Chancery Amendment Act 1858, s 2. *Johnson v Agnew* [1978] 3 314, CA.

Deposit—

Forfeiture—

Purchaser's failure to complete—Purchaser unable to complete because purchaser's bank not arranging transfer of funds in time—Vendor rescinding contract and forfeiting deposit—Purchaser able to complete 14 days after rescission—Purchaser claiming return of deposit—Whether contract frustrated by failure of purchaser's bank to transfer funds in time—Whether court having jurisdiction to order return of deposit if it thought fit—Whether if court having jurisdiction it should exercise discretion to order return of deposit—Law of Property Act 1925, s 49(2). *Universal Corp'n v Five Ways Properties Ltd* [1978] 3 1131, ChD.

Purchaser's failure to complete—Vendor serving ineffective notice to complete—Vendor rescinding contract 22 days after expiry of notice to complete—Vendor rescinding because of advent of new buyer—Whether purchaser guilty of unreasonably long delay in completing—Whether vendor entitled to forfeit deposit. *Cole v Rose* [1978] 3 1121, ChD.

Exchange of contracts—

Necessity for exchange—

Concluded contract before exchange—Intention of parties—Offer by council in printed form to sell council house to sitting tenant—Tenant completing and returning application to purchase but asking for reduction of purchase price on account of repairs required—Council advising that state of property taken into account in establishing purchase price—Tenant asking council to continue with sale in accordance with application—Council refusing to proceed with application following change in policy—Whether offer made by council and accepted by tenant—Whether conduct of parties and correspondence between them disclosed a contract for purchase by tenant—Whether parties ad idem—Whether contract binding on council although not reduced to formal written document. *Gibson v Manchester City Council* [1978] 2 583, CA.

House—

Fitness for habitation—

Warranty in contract—Construction. *See* **Contract** (Construction—Warranty—Fitness of house for habitation).

SALE OF LAND (cont)

Negligence —

Solicitor. *See* **Solicitor** (Negligence — Sale of land).

Notice to complete—

Order for specific performance of contract—

Order for specific performance with consequential directions—Failure of party obtaining order to comply with order—Whether completion notice under contract served after order for specific performance valid—Whether order for specific performance superseding provisions of contract—Law Society's Conditions of Sale (1970 Edn), general condition 19(4). **Sudagar Singh v Nazeer** [1978] 3 817, ChD.

Validity—

Party giving notice ready and willing to fulfil own outstanding obligations—Purchaser failing to complete on due date—Purchaser's solicitor requesting details of charges on land—Vendor's notice to complete accompanied by letter that details of charges would be sent later—Vendor subsequently purporting to rescind contract and forfeit deposit—Whether vendor's solicitor prepared at time of notice to undertake charges would be discharged—Whether vendor willing and ready to complete at time of notice—Whether notice valid—Law Society's Conditions of Sale (1970 Edn), condition 19: **Cole v Rose** [1978] 3 1121, ChD.

Waiver—

Effect of negotiations by vendor with third party—Vendor serving notice on purchaser making time essence of contract—Before completion date purchaser negotiating with third party to take over contract—Purchaser failing to complete in time—Third party negotiating direct with vendor and obtaining two extensions of time—Whether purchaser entitled to benefit of extensions given to third party—Whether giving extensions of time to third party amounted to waiver by vendor of condition that time of the essence for purchaser. **Buckland v Farmer & Moody (a firm)** [1978] 3 929, CA.

Option to purchase land or interest therein —

Generally. *See* **Option** (Option to purchase).

Purchaser—

Fiduciary duty to vendor—

Purchaser assuming position of self-appointed agent of vendor—Duty to disclose acts done as vendor's purported agent—Duty to account for profit made in course of purported agency in event of non-disclosure—Agreement to purchase property for sum which was less than sum obtainable by vendor if planning permission to develop property were granted—Before exchange of contracts purchaser making planning application for development of part of property—Application made without vendor's knowledge or authority—Application in name of vendor and signed by purchaser's employee as 'agent' for vendor—Certificate under town and country planning legislation accompanying application in form appropriate to an application by vendor as owner of land—Vendor completing sale without disclosure by purchaser that planning application made and granted—Whether purchaser liable to account to vendor for profit accruing as result of planning permission—Whether fiduciary relationship existing between purchaser and vendor at date of application for planning permission. **English v Dedham Vale Properties Ltd** [1978] 3 382, ChD.

Repudiation of contract—

Damages—

Damages in substitution for specific performance. *See* **Damages** for breach of contract—Damages in substitution for specific performance—Damages at common law for repudiation of contract, *ante*.

Rescission of contract—

Rescission—

Vendor making time essence of contract—Vendor 'rescinding contract on purchaser's failure to complete'—Annulment ab initio or acceptance of breach as repudiation discharging contract—Vendor rescinding contract while reserving right to cover 'full losses'—Whether rescission annulled contract ab initio—Whether vendor lost right to damages. **Buckland v Farmer & Moody (a firm)** [1978] 3 929, CA.

Solicitor—

Costs. *See* **Costs** (Taxation—Solicitor—Non-contentious business—Fair and reasonable sum in circumstances—Factors to be considered—Conveyancing).

Negligence. *See* **Solicitor** (Negligence — Sale of land).

Specific performance—

Doubtful title— *See* **Specific performance** (Title—Doubtful title).

Notice to complete—

Validity of completion notice under contract served after order for specific performance obtained *See* **Notice to complete**—Order for specific performance of contract—Order for specific performance with consequential directions—Failure of party obtaining order to comply with order—Whether completion notice under contract served after order for specific performance valid, *ante*.

SALE OF LAND (cont)

Title—

Vendor's obligation to prove—

Contract containing stipulations as to title—No reference in conditions of sale to matter subsequently appearing as impediment to title—Title requiring on resale a special condition of sale—Sale by trustees of freehold property pursuant to trust for sale contained in will—Contract containing condition that title to commence with probate of will made in 1912 devising property—Will giving testator's son option to purchase property—Deed made later in 1912 disclosing agreement for sale of property by trustees to son at stated sum—Agreement never completed but trustees unable to produce evidence that it had been rescinded—Subsequently trustees adducing evidence as to deed of covenant made in 1930 containing recitals that 1912 agreement was subsisting but not completed and that 'all parties interested' agreed to the suspension of performance of the agreement—No evidence as to terms of suspension—Son dying intestate in 1942—No claim made against trustees for exercise of option—Whether trustees providing good title—Whether title in accordance with contract. **MEPC Ltd v Christian-Edwards** [1978] 1 295, ChD.

Presumption of fact affecting title—When court entitled to make presumption—Will of testator dying in 1911 giving son option to purchase property—Deed of family arrangement made in 1912 reciting contract for sale of property to son at stated sum—Further deed made in 1930 reciting that contract for sale not yet performed and performance suspended by consent of all interested parties—Recital not making clear whether suspension to be indefinite—Contract not remaining in existence—Son dying in 1942 without completing contract—Trustees in 1973 entering into contract for sale of property to purchasers—Whether trustees showing good title—Whether court entitled to presume abandonment of 1912 contract. **MEPC Ltd v Christian-Edwards** [1978] 3 795, CA.

Waiver of notice to complete. *See* Notice to complete—Waiver, *ante*.

SANCTIONS

Southern Rhodesia—

Criminal offence. *See* Criminal law (Sanctions relating to Southern Rhodesia).**SCHEME**

University or college trusts—

Scheme for administering trusts. *See* University (Trust—Scheme for administering university or college trusts).**SCHOOL**Generally. *See* Education (School).

Sport—

Charity—

Promotion and encouragement of sport—Trust to promote association football in schools and universities. *See* Charity (Education—Educational purposes—Sport—Promotion and encouragement of sport—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games).

SCOTLAND

Cause of action arising in Scotland —

Stay of proceedings. *See* Practice (Stay of proceedings — Foreign cause of action).**SEAL**

Deed—

Execution. *See* Deed (Execution—Sealing).**SEARCH**

Commons register —

Sale of land —

Solicitor —Negligence. *See* Solicitor (Negligence —Sale of land —Search of commons register).

Police—

Right of search. *See* Police (Right of search).**SEARCH WARRANT***See* Police (Search warrant).**SECRET COMMISSION**Agent. *See* Agent (Secret commission).**SECRETARY OF STATE**

National insurance—

Rates of benefit—

Review. *See* National insurance (Rates of benefit—Review by Secretary of State).**SECURITY**

Debt on a security—

Capital gains tax—Disposal of assets. *See* Capital gains tax (Disposal of assets —Debt —Debt on a security).

Capital gains tax—

Disposal of debt. *See* Capital gains tax (Disposal of assets—Debt—Debt on a security).**SECURITY OF TENURE**Agricultural worker. *See* Rent restriction (Agricultural worker).

SELF-CONTROL

- Murder —
 - Provocation —
 - Self-control of reasonable man. *See* **Criminal law** (Murder —Provocation —Self-control of reasonable man).

SELF-EMPLOYED PERSON

- Employment under contract for services—
 - Dismissal—
 - Unfair dismissal. *See* **Unfair dismissal** (Excluded classes of employment—Employment under contract for services—Employer and manager agreeing for tax purposes that manager to be self-employed in the future).

SELF-INCRIMINATION

- Witness—
 - Privilege against self-incrimination. *See* **Evidence** (Privilege—Incrimination of witness or spouse).

SENTENCE

- Compensation—
 - Order—
 - Compensation for personal injury, loss or damage resulting from the offence—Loss—Financial loss—Power of court to include amount by way of interest in order—When appropriate for court to include interest in order—Powers of Criminal Courts Act 1973, s 35(1). *R v Schofield* [1978] 2 705, CA.
- Crown Court. *See* **Crown Court** (Sentence).
- Forfeiture order—
 - Forfeiture of goods found on accused at time of arrest—
 - Court having power under Misuse of Drugs Act 1971 to make order where person convicted of offence under Act—Accused convicted of contravening Customs and Excise Act 1952 by being knowingly concerned in fraudulent evasion of prohibition on importation of cocaine—Prohibition on importation of cocaine imposed by 1971 Act—Court ordering forfeiture of goods found on accused at time of arrest—Whether court having power to make order—Whether order valid—Customs and Excise Act 1952, s 304—Misuse of Drugs Act 1971, s 27. *R v Menocal* [1978] 3 961, CA.

SEPARATION

- Husband and wife—
 - Divorce. *See* **Divorce** (Separation).

SERVANT

- Vicarious liability —
 - Loan of servant. *See* **Vicarious liability** (Loan of servant).

SERVICE

- Contract of service—
 - Capital gains tax—
 - Employer's rights under service agreement—Payment to employer by employee to secure release from service agreement. *See* **Capital gains tax** (Disposal of assets—Employer's rights under service agreement with employee—Payment to company by employee to secure release from service agreement).
 - Generally. *See* **Master and servant** (Contract of service).
- County court—
 - Summons. *See* **County court** (Practice—Service of summons).
- Jurisdiction—
 - Service out of the jurisdiction. *See* **Practice** (Service out of the jurisdiction).

SET-OFF

- Bankruptcy—
 - Proof. *See* **Bankruptcy** (Proof—Set-off).
- Charterparty—
 - Hire—
 - Equitable set-off. *See* **Shipping** (Time charterparty—Hire—Equitable set-off).

SETTLEMENT

- Capital gains tax—
 - Person becoming absolutely entitled as against trustee—
 - Disposal of assets. *See* **Capital gains tax** (Disposal of assets —Person becoming absolutely entitled as against trustee).
 - See* **Capital gains tax** (Settlement).
- Class gift —
 - Distribution date —
 - Trust for grandchildren of settlor who attain vesting age —Grandchildren 'now born or who shall be born hereafter' —Vesting age defined as age of 25 or in case of grandchild born less than four years before death of survivor of settlor's sons the age he would be if he lived for 21 years after that death —Settlor's sons still living on eldest grandchild attaining vesting age —Whether class closed on attainment of vesting age by eldest grandchild. *Re Chapman's Settlement Trusts* [1978] 1 1122, CA.
- Contingent interest—
 - Contingent interest distinguished from vested interest liable to be divested—
 - Ownership of income from trust fund—Trustees to hold trust fund until beneficiary attained age of 30—Direction to accumulate up to age of 22—Beneficiary between age of 22 and 25 not entitled to direct trustees to pay income—Gift over on failure or determination of the trust—Contrary intention—Whether interest vested or beneficiary's contingent. *Brotherton v Inland Revenue Comrs* [1978] 2 267, CA.

SETTLEMENT (cont)

Income tax—

Generally. *See* **Income tax** (Settlement).

Income tax appeal—

Settlement by agreement. *See* **Income tax** (Appeal—Settlement by agreement).Mental patient. *See* **Mental patient** (Patient's property—Settlement).

Trustees—

Remuneration. *See* **Trust and trustee** (Remuneration of trustee).

Uncertainty —

Conceptual uncertainty —

Conditions qualifying beneficiary to receive income —Marriage to an 'approved wife' —

Approved wife defined as wife who is 'of Jewish blood' by one or both parents and brought up in and practising 'Jewish faith' —Income payable to beneficiary so long as married to an approved wife —Provision that doubt whether a person qualifying as an approved wife to be decided by a third person —Provision that doubt to be decided by a chief rabbi —Whether provisions as to 'Jewish blood' and 'Jewish faith' sufficiently certain —Whether provision that doubt to be decided by a chief rabbi cured uncertainty —Whether provision for determination by chief rabbi ouster of court's jurisdiction. *Re Tuck's Settlement Trusts* [1978] 1 1047, CA.

Determination of matters of doubt or difficulty as to meaning of settlement —

Provision for reference of questions of doubt to specified third party for determination —Validity —Ouster of court's jurisdiction —Power of third party or trustees to apply to court for directions to assist third party —Whether provision for reference to third party an ouster of court's jurisdiction. *Re Tuck's Settlement Trusts* [1978] 1 1047, CA.

SEVERANCE

Indictment —

Severance of counts. *See* **Indictment** (Count — Severance of counts).**SEWER**

Public sewer—

Agreement to vest sewer in local authority. *See* **Public health** (Sewerage—Public sewer—Agreement to vest sewer in local authority).

SEX DISCRIMINATION

Discrimination—

Requirement or condition such that proportion of people of one sex who can comply with it considerably smaller than proportion of people of other sex—

Can comply—Theoretical or practical possibility—Age limits for employment—Upper age limit of 28 as requirement of candidate for employment—Large proportion of women in twenties engaged in bringing up children—Not in practice possible for many women in twenties to take on full-time work—Theoretically possible for any woman under 28 to apply for employment—Whether proportion of women who 'can comply' with age limit considerably smaller than proportion of men—Whether age limit constituting discrimination against women—Sex Discrimination Act 1975, s 1(1) (b)(i). *Price v Civil Service Commission* [1978] 1 1228, EAT.

Justifiable requirement irrespective of sex—Employment—Onus on employer of showing that requirement justifiable—Need to show requirement necessary and not merely convenient—Need for requirement to be weighed against discriminatory effect—Sex Discrimination Act 1975, s 1(1)(b)(ii). *Steel v Union of Post Office Workers* [1978] 2 504, EAT.

Employment—

Discovery of confidential documents—

Industrial tribunal. *See* **Industrial tribunal** (Procedure—Discovery—Confidential documents—Complaint of discrimination in employment).

Discrimination against a man. *See* **Employment** (Discrimination against a man).Discrimination against a woman. *See* **Employment** (Discrimination against a man).Equality of treatment. *See* **Employment** (Equality of treatment between men and women).**SEX EDUCATION**

Justification for publishing obscene publication—

Article in interest of learning—

Defence of public good *See* **Criminal law** (Obscene publications—Defence of public good—Publication justified on ground that article is in interests of science, literature, art or learning or other objects of general concern—Interests of learning—Sex education).

SHAREHOLDER

Minority shareholder—

Company. *See* **Company** (Minority shareholder).**SHARES**

Company—

Restriction on transfer etc of shares—

Investigation by Board of Trade. *See* **Investigation by Board of Trade**—Restrictions on transfer etc of shares, *ante*.

Employee —

Preferential right to apply for shares —

Income tax —Emoluments from employment. *See* **Income tax** (Emoluments from office or employment—Causal nexus between employment and benefit received—Preferential right to apply for shares).

Exchange—

Company amalgamation—

Capital gains tax. *See* **Capital gains tax** (Disposal of assets—Company amalgamation—Exchange of shares or debentures).

Situs. *See* **Company** (Shares—Situs of shares).

SHERIFF

- Bankruptcy proceedings —
 - Restriction on right of execution creditor —
 - Money paid to sheriff to avoid sale of goods. *See* **Bankruptcy** (Execution —Restriction on right of execution creditor —Money paid to sheriff to avoid sale of goods).

SHIP

- Beneficial ownership —
 - Admiralty action in rem —
 - Jurisdiction. *See* **Admiralty** (Jurisdiction —Action in rem —Beneficial ownership).
- Floating restaurant—
 - Plant—
 - Capital allowances—Income tax. *See* **Income tax** (Capital allowances—Plant—Apparatus used by taxpayer for purpose of business—Ship used as floating restaurant).

SHIPPING

- Admiralty —
 - Jurisdiction. *See* **Admiralty** (Jurisdiction).
- Arbitration clause—
 - Charterparty—
 - Commencement of arbitration. *See* **Arbitration** (Commencement—Charterparty).
- Bill of lading—
 - Evidence in criminal proceedings—
 - Record relating to trade or business—Degree of permanence of record—Bill of lading and cargo manifest relating to container shipped to United Kingdom. *See* **Criminal evidence** (Record relating to trade or business—Record—Relevance of degree of permanence of record—Documents prepared for purpose of single transaction—Bill of lading and cargo manifest relating to container shipped from overseas to United Kingdom).
 - Right to sign—
 - Withdrawal of charterer's right to sign—Anticipatory breach of charterparty. *See* **Contract** (Repudiation—Anticipatory breach—Charterparty—Shipowners threatening to instruct master to withdraw from charterers right to sign bills of lading—Charterers treating owners' conduct as repudiation of charterparty).
- Charterparty—
 - Anticipatory breach—
 - Repudiation. *See* **Contract** (Repudiation—Anticipatory breach—Charterparty).
 - Arbitration—
 - Commencement. *See* **Arbitration** (Commencement—Charterparty).
 - Breach—
 - Repudiation. *See* **Contract** (Repudiation—Anticipatory breach—Charterparty).
 - Incorporation of Hague Rules. *See* **Arbitration** (Commencement—Charterparty—Time-bar—Incorporation of Hague Rules).
 - Payment in foreign currency—
 - Date at which rate of exchange calculated. *See* **Money** (Currency—Date at which rate of exchange calculated—Payment made after date of default but before judgment—Charterparty).
 - Repudiation—
 - Anticipatory breach. *See* **Contract** (Repudiation—Anticipatory breach—Charterparty).
 - Time charter—
 - Generally. *See* **Time charterparty, post.**
- Collision regulations—
 - Overtaking vessel—
 - Vessel coming up with another vessel more than two points abaft her beam—Coming up with—Risk of collision—Degree of proximity required—Need to establish risk of collision exists before overtaking rule applies—Overtaking vessel ceasing to be more than two points abaft overtaken vessel's beam before risk of collision arising—Vessels on converging courses—Whether overtaking vessel to be regarded as 'coming up with' other vessel before risk of collision had arisen—Whether overtaking rule or crossing rule applicable—Whether overtaking or overtaken vessel under duty to give way—Collision Regulations (Ships and Seaplanes on the Water) and Signals of Distress (Ships) Order 1965 (SI 1965 No 1525), rr 19, 24. **The Nowy Sacz** [1978] 2 297, CA.
- Demurrage —
 - Expiry of laytime —
 - Cargo fumigated after expiry of laytime while vessel waiting in roads—Clause in charterparty that 'time so used to not count' —Voyage charterparty —Whether charterers liable to pay demurrage in respect of period while fumigation being carried out —General principles applicable. **Dias Compania Naviera SA v Louis Dreyfus Corp** [1978] 1 724, HL.
 - Payment in foreign currency—
 - Date at which rate of exchange calculated. *See* **Money** (Currency—Date at which rate of exchange calculated—Payment made after date of default but before judgment—Charterparty—Freight expressed in US dollars but payable in British external accounts sterling in London).
- Foreign sovereign state —
 - Immunity from suit —
 - Impleading foreign state. *See* **Constitutional law** (Foreign sovereign state —Immunity from suit —Impleading foreign sovereign state —Shipping).
- Hague Rules—
 - Incorporation in charterparty. *See* **Arbitration** (Commencement—Charterparty—Time-bar—Incorporation of Hague Rules).
- Lay days —
 - Expiry. *See* **Demurrage** — Expiry of laytime, *ante.*

SHIPPING (cont)

Time charterparty—

Cesser of hire—

Hire not payable in event of damage to hull or other accident hindering efficient working of vessel—Accident—Something unexpected or out of ordinary course of things—Vessel's hull becoming encrusted with thick coat of molluscs in fresh water port—Molluscs normally preferring salt water—Encrustation on vessel's hull resulting in material reduction in her speed—Whether encrustation an 'accident'—Whether charterers entitled not to pay hire for time lost as a result of vessel's reduction in speed. **Cosmos Bulk Transport Inc v China National Foreign Trade Transportation Corp** [1978] 1 322, QBD.

Hire—

Equitable set-off—Whether charterers entitled to deduct from hire other claims against shipowners. **Federal Commerce and Navigation Ltd v Molena Alpha Inc** [1978] 3 1066, CA.

Speed warranty—

Date at which warranty applies—Vessel at date of charterparty capable of steaming at speed warranted—Vessel at date of delivery to charterers incapable of steaming at speed warranted—Whether warranty applying at date of delivery of vessel—Whether owners in breach of warranty. **Cosmos Bulk Transport Inc v China National Foreign Trade Transportation Corp** [1978] 1 322, QBD.

SHOP

Sunday closing —

Exemption —

Jewish shop —Place where any retail trade is carried on —Market held in field —Jewish occupier of field —Occupier of field organising market and providing refreshments to people visiting market —Other traders occupying individual stalls —Other traders not of Jewish religion and not therefore individually entitled to exemption from restrictions on Sunday trading —Whether field as a whole to be treated as a 'shop' —Whether occupier of field able to obtain exemption extending to occupiers of individual stalls —Shops Act 1950, ss 53, 58. **Thanet District Council v Ninedrive Ltd** [1978] 1 703, ChD.

SHORTFALL

Distributions—

Close company—

Articles of association restricting distribution of profits. *See* **Company** (Articles of association—Restriction imposed on company—Restriction imposed by articles of association—Restriction imposed by law—Close company—Shortfall in distributions).

SHOT GUN

Firearm certificate—

Exemption. *See* **Firearms** (Certificate—Exemption—Shot gun).

SHOWGROUND

Exhibition of agricultural and horticultural produce—

Charitable object. *See* **Charity** (Benefit to community—Showground, park and recreation—Exhibition of agricultural and horticultural produce).

SIMILAR OFFENCES

Evidence in criminal proceedings. *See* **Criminal evidence** (Improper conduct of accused on other occasions—Similar offences).

SINGAPORE

Advocate and solicitor—

Disciplinary proceedings—

Matters capable of being subject of disciplinary proceedings—Comment offensively critical of court—Conduct not within matters specified in legislation relating to conduct of legal practitioners—Whether conduct which may be subject to disciplinary action limited to matters specified in legislation—Whether comment offensively critical of court conduct subject to disciplinary action—Legal Profession Act (Singapore), ss 84(2), 88(1)(b), 89(1). **Hilborne v Law Society of Singapore** [1978] 2 757, PC.

Court of Appeal—

Appeal—

Right of appeal—Appeal against decision of judge of High Court—Application to High Court to have penalty imposed in disciplinary proceedings against advocate and solicitor set aside—Whether appeal lies to Court of Appeal against decision of judge of High Court—Supreme Court of Judicature Act (Singapore), s 29. **Hilborne v Law Society of Singapore** [1978] 2 757, PC.

SISTER SHIP

Admiralty action in rem —

Invocation of Admiralty jurisdiction —

When jurisdiction invoked —Concurrent proceedings against ship and sister ships. *See* **Admiralty Jurisdiction** —Action in rem —Invocation of jurisdiction —When jurisdiction invoked —Plaintiff issuing concurrent proceedings against ship in connection with which claim arose and all her sister ships).

SITUS

Shares. *See* **Company** (Shares—Situs of shares).

SNOW

Highway—

Obstruction—

Civil liability for failure to remove obstruction. *See* **Highway** (Obstruction—Civil Liability for failure to remove obstruction—Snow and ice on highway).

SOCIAL SECURITY

Supplementary benefit. *See* **Supplementary benefit**.

SOCIAL WELFARE

Charitable trust—

Recreational charity—

Provision of facilities in interests of social welfare. *See* **Charity** (Recreational charity—

Provision of facilities in interests of social welfare).

SOCIETY

Building society. *See* **Building society**.

Friendly society. *See* **Friendly society**.

SOLICITING

Immoral purposes. *See* **Criminal law** (Soliciting for immoral purposes).

SOLICITOR

Appeal—

Authority—

Application for leave to appeal made without instructions. *See* **Criminal Law** (Appeal—Leave—Application—Application by solicitor on behalf of client—Solicitor having no express instructions to appeal—Whether solicitor having implied authority to appeal on behalf of client).

Authority—

Criminal appeal—

Application for leave to appeal without instructions. *See* **Criminal Law** (Appeal—Leave—Application—Application by solicitor on behalf of client—Solicitor having no express instructions to appeal—Whether solicitor having implied authority to appeal on behalf of client).

Company—

Liquidator—

Appointment of solicitor. *See* **Company** (Compulsory winding-up—Liquidator—Appointment of solicitor).

Costs—

Non-contentious business—

Fair and reasonable sum in circumstances. *See* **Costs** (Taxation—Solicitor—Non-contentious business—Fair and reasonable sum in circumstances).

Recovery—

Unqualified person—Partnership—Partner allowing practising certificate to lapse—Costs incurred in respect of work done by another partner during period of disqualification—Action to recover costs—Whether by virtue of partnership work to be treated as work done by disqualified partner—Whether other partner precluded from recovering costs in respect of work done—Solicitors Act 1957, s 18(2) (b). **Hudgell Yeates & Co v Watson** [1978] 2 363, CA.

Taxation—

Generally. *See* **Costs** (Taxation—Solicitor).

Legal aid—Solicitor's fees and expenses. *See* **Legal aid** (Taxation of costs —Solicitor's fees and expenses).

Duty—

Appeal from county court—

Provision of note of county court judgment. *See* **County Court** (Appeal—Note of county court judgment—Provision of note).

Fees and expenses —

Legal aid taxation. *See* **Legal aid** (Taxation of costs — Solicitor's fees and expenses).

Forged documents or instruments—

Police—

Search warrant—Lawful authority or excuse for possession of forged documents. *See* **Police** (Search warrant—Forged documents or instruments—Lawful authority or excuse for possession of forged documents—Solicitor).

Leave to appeal—

Authority—

Application made without instructions. *See* **Criminal Law** (Appeal—Leave—Application—Application by solicitor on behalf of client—Solicitor having no express instructions to appeal—Whether solicitor having implied authority to appeal on behalf of client).

Legal aid —

Taxation of costs —

Solicitor's fees and expenses. *See* **Legal aid** (Taxation of costs —Solicitor's fees and expenses).

Negligence—

Cause of action—

Parallel claims in tort and contract—Solicitor drawing up option to purchase land—Solicitor acting for both grantor and grantee of option—Solicitor omitting to register option as estate contract—Grantor selling land to third party and defeating option—Grantee suing solicitor for negligence—Solicitor pleading that cause of action lay in contract only and consequently outside limitation period—Whether solicitor's duty to client under his retainer confined to contractual duty alone—Whether claim in tort for breach of duty to use reasonable care and skill precluded if there was a parallel contractual duty of care—Whether grantee able to sue solicitor in negligence. **Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp** (a firm) [1978] 3 571, ChD.

Prejudice to client—Writ issued outside limitation period—Failure of application to override time limit—Personal injury or fatal accident claim. *See* **Limitation of action** (Court's power to override time limit in personal injury or fatal accident claim—Matters to which court may have regard—Prejudice to plaintiff—Remedy against solicitor—Plaintiff having remedy against solicitor for negligence if application to override time limit refused).

SOLICITOR (cont)

Negligence (cont)—

Damages—

Sale of land—Delay in completion of sub-sale —Interest on mortgage and loss of interest on profit on sub-sale —Purchaser's solicitor failing to ensure title free from encumbrances —Failure to search commons register —Purchaser ignorant that land subject to registration in commons register —Purchaser having effected purchase by means of a loan on mortgage —Purchaser having secured sub-sale at substantial profit —Registration as common land made by mistake —Delay in completion of sub-sale caused by need to secure removal of entry from commons register —Whether purchaser entitled to claim as damages from solicitor interest paid on mortgage and interest lost on profit on sub-sale during period of delay. *G & K Ladenbau (UK) Ltd v Crawley & de Reya (a firm)* [1978] 1 682, QBD.

Sale of land—

Search of commons register—Circumstances in which purchaser's solicitor under a duty to client to search commons register —Land vacant and unbuilt on —Earlier conveyance indicating that part of land had until recently belonged to lord of the manor —Client intending to develop land —Importance to client of obtaining title free from encumbrances. *G & K Ladenbau (UK) Ltd v Crawley & de Reya (a firm)* [1978] 1 682, QBD.

Partnership—

Dissolution—

Lapse of practising certificate—Unlawful for person to act as a solicitor without a practising certificate—Partner inadvertently allowing practising certificate to lapse—Whether partnership dissolved by operation of law—Whether partnership reconstituted between remaining partners—Partnership Act 1890, s 34. *Hudgell Yeates & Co v Watson* [1978] 2 363, CA.

Practising certificate—

Lapse—

Dissolution of partnership. *See* Partnership—Dissolution—Lapse of practising certificate, *ante*.

Remuneration—

Non-contentious business—

Taxation of costs. *See* Costs (Taxation—Solicitor—Non-contentious business).

Recovery. *See* Costs—Recovery, *ante*.

Retainer—

Terms and limits of solicitor's retainer—

Solicitor drawing up option to purchase land—Solicitor acting for both grantor and grantee of option—Solicitor omitting to register option as estate contract—Grantee consulting solicitor from time to time concerning exercise of option—Whether solicitor under duty to consider registration and enforceability of option when consulted about its exercise—Whether solicitor under general retainer to consider all aspects of client's interests when consulted by client on a specific problem. *Midland Bank Trust Co Ltd v Hett, Stubbs & Kemp (a firm)* [1978] 3 571, ChD.

Singapore. *See* Singapore (Advocate and solicitor).

Unqualified person—

Recovery of costs. *See* Costs—Recovery—Unqualified person, *ante*.

Wardship proceedings—

Notice of hearing—

Notice sent to mother of ward and not to solicitor on record. *See* Ward of court (Practice—Hearing—Notice of hearing—Notice sent to mother of minor and not to solicitors on record).

SOUTHERN RHODESIA

Criminal law—

Sanctions relating to Southern Rhodesia. *See* Criminal law (Sanctions relating to Southern Rhodesia).

SOVEREIGN

Foreign —

Immunity from suit. *See* Constitutional law (Foreign sovereign state — Immunity from suit).

SPECIAL HARDSHIP ALLOWANCE

Industrial injury. *See* Industrial injury (Disablement benefit—Special hardship allowance).

SPECIFIC PERFORMANCE

Damages in substitution for specific performance—

Sale of land. *See* Sale of land (Damages for breach of contract—Damages in substitution for specific performance).

Sale of land—

Notice to complete—

Validity of completion notice under contract served after order for specific performance obtained. *See* Sale of land (Notice to complete—Order for specific performance of contract—Order for specific performance with consequential directions—Failure of party obtaining order to comply with order—Whether completion notice under contract served after order for specific performance valid).

Title—

Doubtful title—

Contract for sale of land in 1912 between trustees of will and testator's son—Son never completing contract—Son dying in 1942—Representation to his estate not taken out—Trustees contracting to sell property to purchasers in 1973—Whether good title shown—Whether reasonably conceivable circumstances in which specific performance could be obtained. *MEPC Ltd v Christian-Edwards* [1978] 3 795, CA.

SPEECHES

Trial—

Criminal proceedings. *See* **Criminal law** (Trial—Speeches).**SPORT**

Charity—

Educational purposes. *See* **Charity** (Education—Educational purposes).**SPOUSE**

Witness for prosecution—

Compellability. *See* **Criminal evidence** (Compellability as witness—Spouse as witness for prosecution).**STAMP DUTY**

Issue of loan capital—

Issue—

Advances made to company—Advances made in accordance with agreement between creditor and company—Advances accepted by company—No issue to creditor of certificate or other documentary evidence of title—Acceptance conferring right on creditor to participate in benefit of obligations imposed on company by virtue of terms under which sums advanced—Whether acceptance constituting an 'issue' of loan capital—Finance Act 1899, s 8(1). **Agricultural Mortgage Corpn Ltd v Inland Revenue Comrs** [1978] 1 248, CA.

Loan capital—

Capital raised which has character of borrowed money—Capital—Loan to company for strictly limited purpose—Sums advanced to enable company to carry on business more efficiently and economically—Loan available to meet claims of all creditors in event of winding-up—Whether money borrowed constituting 'capital' of company—Finance Act 1899, s 8(1)(5). **Agricultural Mortgage Corpn Ltd v Inland Revenue Comrs** [1978] 1 248, CA.

Lease or tack —

Consideration consisting of rent —

Rent reserved by lease —Contingent or conditional rent —Rent to be a percentage of development expenditure up to a fixed maximum amount —Whether duty chargeable by reference to maximum amount of rent —Whether contingent or conditional rent constituting rent 'reserved' by lease —Whether contingent rent to be taken into account in assessing duty —Stamp Act 1891, Sch 1. **Coventry City Council v Inland Revenue Comrs** [1978] 1 1107, ChD.

Probate —

Practice. *See* **Probate** (Practice — Stamp duty).

Relief—

Reconstruction or amalgamation of companies—

Acquisition of shares in existing company—Particular existing company—Existing company an unlimited company—Relief from capital duty and from transfer stamp duty sought—Whether necessary that particular existing company should be a limited liability company to obtain relief claimed—Whether transferee company entitled to relief claimed—Finance Act 1927, s 55(1)(b)—Finance Act 1930, s 41. **Chelsea Land & Investment Co Ltd v Inland Revenue Comrs** [1978] 2 113, CA.

STARE DECISIS

Precedent —

Generally. *See* **Precedent**.**STATEMENT**

False statement—

Furnishing false information—

False statement in hire-purchase agreement. *See* **Criminal law** (Furnishing false information—Falsifying document made or required for accounting purposes—False in a material particular—Material particular—Statement in hire-purchase agreement produced to finance company that hirer had been a company director for eight years—Statement false).

Out of court —

Admissibility in evidence. *See* **Document** (Admissibility in evidence — Out of court statement).**STATUTE**

Amendment —

Appeal pending —

Taxation of costs —Legal aid in criminal proceedings —Appeal to High Court against review of taxation —Amendment of provision for awarding costs taking place between review and appeal. *See* **Legal aid** (Taxation of costs —Criminal proceedings —Appeal to High Court against review of taxation —Amendment of provision taking place between review and appeal).

Breach—

Injunction—

Alternative remedies not exhausted—Power of court to grant relief. *See* **Injunction** (Alternative remedies—Alternative remedies not exhausted—Power of court to grant relief—Breach of statute).

Unwitting contravention of statute—

Exchange control legislation. *See* **Tort** (Fraud—Defence of illegality. Unwitting contravention of statute by plaintiff. Exchange control legislation).

STATUTE (cont)

Construction —
Anomalies —

Words of statute leading to anomalous results — Words of statute plain — Circumstances in which court justified in departing from plain meaning of words of statute. *Stock v Frank Jones (Tipton) Ltd* [1978] 1 948, HL.

STATUTORY DUTY

Breach—

National Enterprise Board. *See* **Originating summons** (Striking out—Declaration—Breach of statutory duty—Public corporation).

STATUTORY TENANCY

Rent restriction. *See* **Rent restriction** (Statutory tenancy).

STATUTORY TENANT

Death—

Succession to tenancy. *See* **Rent restriction** (Death of tenant).

STAY OF PROCEEDINGS

Arbitration—

Agreement providing for arbitration. *See* **Arbitration** (Stay of court proceedings).

Generally. *See* **Practice** (Stay of proceedings).

STOCK-IN-TRADE

Income tax—

Computation of profits. *See* **Income tax** (Computation of profits—Stock-in-trade).

STREET WORKS

Negligence. *See* **Highway** (Maintenance—Negligence—Street works).

STRIKE

Dismissal in connection with strike—

Unfair dismissal. *See* **Unfair dismissal** (Dismissal in connection with strike or other industrial action).

STRIKING OUT

Originating summons. *See* **Originating summons** (Striking out).

Pleading—

Generally. *See* **Pleading** (Striking out).

SUCCESSION

Family provision. *See* **Family provision**.

Statutory tenancy. *See* **Rent restriction** (Death of tenant).

SUFFICIENT CAUSE

Bankruptcy petition—

Dismissal. *See* **Bankruptcy** (Petition—Dismissal—Discretion of court—Sufficient cause).

SUIT

Immunity from suit —

Foreign sovereign state. *See* **Constitutional law** (Foreign sovereign state — Immunity from suit).

SUMMARY JUDGMENT

Bill of exchange—

Action between immediate parties—

Holder in due course—Dishonoured bill returned to drawer by holder in due course. *See* **Bill of exchange** (Holder in due course—Drawer of bill discounting it to holder in due course—

Bill dishonoured on presentation for payment—Dishonoured bill returned to drawer by

holder in due course—Action on bill by drawer—Application for summary judgment).

Generally. *See* **Practice** (Summary judgment).

Interest—

Award of interest on summary judgment. *See* **Interest** (Damages—Jurisdiction to include interest in award of damages—Summary judgment).

SUMMARY PROCEEDINGS

Abatement of nuisance—

Noise.

Summary proceedings by local authority to abate, prohibit or restrict nuisance. *See*

Nuisance (Noise—Summary proceedings by local authority to abate, prohibit or restrict nuisance).

Possession of land. *See* **Land** (Summary proceedings for possession).

SUMMING-UP

Criminal trial —

Generally. *See* **Criminal law** (Trial — Summing-up).

SUMMONS

Adjournment to judge—

Right to adjournment—

Chambers proceedings. *See* **Practice** (Chambers proceedings—Adjournment to judge—

Right to adjournment—Right of any party to have adjournment to the judge in person).

County court—

Service of summons. *See* **County court** (Practice—Service of summons).

Practice. *See* **practice** (Summons).

SUNDAY OBSERVANCE

- Shop —
- Closing. *See* **Shop** (Sunday closing).

SUPPLEMENTARY BENEFIT

- Entitlement—
 - Exclusion of right to benefit in respect of medical or surgical requirements—
 - Claimant undergoing osteopathic treatment on advice of doctors—Whether such treatment 'medical' or 'surgical' requirement—Whether claimant entitled to benefit—Supplementary Benefit Act 1966, s6. **R v Peterborough Supplementary Benefits Appeal Tribunal, ex parte Supplementary Benefits Commission** [1978] 3 887, QBD.
- Exceptional need—
 - Statute conferring on Supplementary Benefits Commission power to make single payment to meet exceptional need—
 - Statute also excluding right to benefit in respect of medical or surgical requirements—
 - Application for benefit in respect of such requirements to meet exceptional need—Jurisdiction of commission to make single payment in respect of medical or surgical requirements in case of exceptional need—Supplementary Benefit Act 1966, ss 6, 7. **R v Peterborough Supplementary Benefits Appeal Tribunal, ex parte Supplementary Benefits Commission** [1978] 3 887, QBD.
- Entitlement—
 - Requirements—
 - Requirements excluding medical, surgical, optical, aural or dental requirements—Medical requirements—Electrically operated special aids—Whether cost of electricity to operate special aids a 'medical... requirement'—Whether cost an 'exceptional circumstance' for which benefit may be awarded—Supplementary Benefits Act 1976, ss 1(3), 3(1), Sch 1, para 4(1). **R v West London Supplementary Benefits Appeal Tribunal, ex parte Wyatt** [1978] 2 315, QBD.

SURETY

- Bankruptcy —
- Forfeiture of lease —
 - Breach of covenant —Notice of breach —Bankruptcy of surety. *See* **Landlord and tenant** (Forfeiture of lease —Notice of breach —Breach of condition complained of —Bankruptcy of surety).

SURNAME

- Divorce—
- Custody—
 - Change of surname. *See* **Divorce** (Custody—Change of surname).

SUSPENSION

- Possession order —
 - Summary proceedings for possession of land. *See* **Land** (Summary proceedings for possession — Suspension of order).

TAX

- Advantage. *See* **Income tax** (Tax advantage).
- Capital gains tax. *See* **Capital gains tax**.
- Company—
 - Winding-up—
 - Preferential payment. *See* **Company** (Winding-up—Preferential payments—Taxes).
- Damages—
 - Mitigation of loss—
 - Tax benefit. *See* **Damages** (Mitigation of loss—Tax benefit).
- Estate duty—
 - Generally. *See* **Estate duty**.
- Income tax. *See* **Income tax**.
- Stamp duty. *See* **Stamp duty**.
- Value added tax. *See* **Value added tax**.

TAXATION

- Costs—
 - See* **Costs** (Taxation).
 - Legal aid proceedings. *See* **Legal aid** (Taxation of costs).
- Winding-up—
 - Company—Compulsory winding-up. *See* **Company** (Compulsory winding-up—Costs—Taxation).

TEACHER

- Generally. *See* **Education** (Teacher).

TENANCY

- Agricultural holding. *See* **Agricultural holding**.
- Business premises—
 - New tenancy. *See* **Landlord and tenant** (Business premises—Application for new tenancy).
- Creation—
 - Estate agent—
 - Authority to create tenancy. *See* **Estate agent** (Authority—Authority to create tenancy).
- Enfranchisement. *See* **Landlord and tenant** (Leasehold enfranchisement).
- Licence distinguished from—
 - Occupation of premises. *See* **Licence** (Licence to occupy premises).
- Long tenancy—
 - Tenant having right to acquire freehold or extended lease. *See* **Landlord and tenant** (Leasehold enfranchisement).

TENANCY (cont)

Rent. *See* **Landlord and tenant (Rent)**.

Rent restriction. *See* **Rent restriction**.

Statutory—

Succession to tenancy on death of original tenant. *See* **Rent restriction (Death of tenant)**.

TERMINATION

Pregnancy.

Legal abortion. *See* **Abortion (Legal abortion)**.

THEFT

Crime. *See* **Criminal law (Theft)**.

THING IN ACTION

See **Chose in action**.

THIRD PARTY

Food and drugs proceedings—

Defence—

Act or default of third party. *See* **Food and drugs (Defence to proceedings—Contravention due to act or default of third party)**.

THREAT

Breach of contract—

Duress—

Economic duress by threat to break contract. *See* **Contract (Duress—Economic duress—Contract)**.

THREATENING WORDS OR BEHAVIOUR

Offensive conduct conducive to breaches of peace.

Public order (Offensive conduct conducive to breaches of peace — Threatening, abusive or insulting words or behaviour).

TIME

Appeal—

Appeal out of time—

Employment Appeal Tribunal. *See* **Employment Appeal Tribunal (Practice—Appeals—Appeal out of time)**.

Court of Appeal. *See* **Court of Appeal (Time for appeal)**.

Arbitration—

Time limit for reference—

Time-bar. *See* **Arbitration (Commencement—Charterparty—Time-bar)**.

Claim for resettlement compensation—

Local government officer—

Time for making claim. *See* **Local government (Officer—Compensation for loss of employment—Resettlement compensation—Time for making claim for compensation)**.

Contract—

Duration of contract. *See* **Contract (Time—Duration of contract)**.

Employment—

Period of continuous employment. *See* **Employment (Continuity — Period of continuous employment)**.

Extension of time—

Appeal—

Court of Appeal. *See* **Court of Appeal (Time for appeal—Extension of time for appeal)**.

Extension of time—

Arbitration—

Commencement. *See* **Arbitration (Commencement)**.

Extension of time—

County court—

Service of default summons. *See* **County court (Practice—Service of summons—Time for service of default summons—Extension of time)**.

Limit—

Injunction—

Exclusion of party from matrimonial home—Injunction granted by county court. *See* **Injunction (Exclusion of party from matrimonial home—County court—Time limit on operation of injunction)**.

Limitation—

Income tax—

Collection from wife of tax assessed on husband and attributable to wife's income—Notice requiring wife to pay the tax she would have had to pay if separately assessed. *See* **Income tax (Husband and wife—Collection from wife of tax assessed on husband and attributable to wife's income—Notice requiring wife to pay the tax she would have had to pay if separately assessed—Time limit)**.

Limitation of action. *See* **Limitation of action**.

Redundancy claim—

Notice of claim to tribunal—

Time within which notice to be given. *See* **Redundancy (Notice of claim to tribunal—Time within which notice to be given)**.

Service—

Default summons. *See* **County court (Practice—Service of summons—Time for service of default summons)**.

Summons —

Queen's Bench Division —

Practice —Masters' summonses. *See* **Practice (Summons —Masters' summonses —Queen's Bench Division —Time summonses)**.

TIME (cont)

Variation of sentence or other order—

Power of Crown Court—

Time limit for exercise of power. *See* **Crown Court** (Sentence—Power to vary sentence or other order—Time limit for exercise of such power).

TIME CHARTER

See **Shipping** (Time charterparty).

TITLE

Sale of land—

Generally. *See* **Sale of land** (Title).

Specific performance. *See* **Specific performance** (Title).

TORT

Conversion. *See* **Conversion**.

Damages—

Contract and tort. *See* **Damages** (Contract and tort).

Exemplary damages. *See* **Damages** (Exemplary damages).

Fraud—

Defence of illegality—

Unwitting contravention of statute by plaintiff—Exchange control legislation—Payment made by plaintiff to defendant in consequence of defendant's fraud—Contract for sale to plaintiff of house outside scheduled territories—Defendant having no title or authority to sell house—Plaintiff's payment made without necessary Treasury permission—Plaintiff ignorant of exchange control legislation and unaware that payment illegal—Action by plaintiff for damages for fraud—Whether defendant entitled to raise defence of illegality. **Shelley v Paddock** [1978] 3 129, QBD.

Inducement to commit breach of contract—

Direct inducement—

Cricket authorities changing rules to ban players who had contracted to play for private promoter—Ban not to apply to players who withdrew from contracts by a stated date—Whether direct interference with contracts between players and private promoter—Whether ban intended to apply pressure on players—Whether cricket authorities justified in imposing ban. **Greig v Insole** [1978] 3 449, ChD.

Passing off. *See* **Passing off**.

Solicitor—

Action for negligence—

Cause of action. *See* **Solicitor** (Negligence—Cause of action—Parallel claims in tort and contract).

Vicarious liability. *See* **Vicarious liability**.

TOWN AND COUNTRY PLANNING

Development —

Material change of use —

Intensification of use —Intensification of use capable of constituting a material change of use —Question whether it constitutes a material change of use a question of degree to be determined by Secretary of State. **Brooks and Burton Ltd v Secretary of State for the Environment** [1978] 1 733, CA.

Permission—

Generally. *See* **Permission** for development, *post*.

Permitted development —

Development for industrial purposes —Land used for carrying out industrial process otherwise than in contravention of planning control or without planning permission —Use in contravention of planning control and without permission at its inception but no longer liable to enforcement action by reason of lapse of time —Whether land used 'otherwise than (i) in contravention of previous planning control or (ii) without planning permission' —Whether owner of land entitled to carry out development constituting permitted development for industrial purposes —Town and Country Planning General Development Order 1973 (SI 1973 No 31), art 3(1), Sch 1, class VIII. **Brooks and Burton Ltd v Secretary of State for the Environment** [1978] 1 733, CA.

Direction restricting permitted development —Approval of Secretary of State —Direction relating only to development in any particular area of any of specified classes not requiring Secretary of State's approval —Planning authority making direction restricting particular development —Whether a direction relating to 'development in [a] particular area' —Whether approval of Secretary of State required —Town and Country Planning General Development Order 1977 (SI 1977 No 289), art 4(3) (b). **Thanet District Council v Ninedrive Ltd** [1978] 1 703, ChD.

Use classes —

Building —Reference to building including land occupied therewith and used for same purpose —Use as general industrial building for any purpose —Test for determining whether land used as 'industrial building' —Land occupied with building and used for same purpose —Unnecessary to show that process carried out on land dependent on building or that land ancillary to building —Sufficient to show that land used for same purpose as building —Town and Country Planning (Use Classes) Order 1972 (SI 1972 No 1385), art 2(3), Sch, class IV. **Brooks and Burton Ltd v Secretary of State for the Environment** [1978] 1 733, CA.

TOWN AND COUNTRY PLANNING (cont)

Enforcement notice —

Validity —

Wrong factual basis — Misconception as to use to which land had been put — Notice alleging that land had been used as light industrial building — Land in fact used as general industrial building — Notice directed against intensification of use constituting material change of use — Notice making clear to recipient that it required reversion to former use — Whether notice valid. **Brooks and Burton Ltd v Secretary of State for the Environment** [1978] 1 733, CA.

Inquiry —

Natural justice —

Opportunity to deal with evidence on matter on which decision based — Party not alerted to fact that issue one which would be taken into account. *See* **Natural justice** (Public inquiry — Duty to hear parties — Opportunity to deal with evidence relating to matter on which decision based — Party not alerted to fact that issue one which would be taken into account — Planning inquiry).

Intensification of use —

Development. *See* **Development** — Material change of use — Intensification of use, *ante*.

Material change of use —

See **Development** — Material change of use, *ante*.

Permission for development —

Condition —

Maximum floor area of new development — Developer required to retain listed buildings — Whether condition as to maximum floor area applying only to new buildings or including listed buildings. **Heron Corp Ltd v Manchester City Council** [1978] 3 1240, CA.

Outline permission —

Reserved matters — Subsequent events affecting whole scheme — Developer obtaining outline planning permission on basis that all buildings on site would be demolished — Certain buildings subsequently listed as of special architectural importance and required to be retained — Whether planning authority entitled to refuse approval of reserved matters because character of whole scheme changed by retention of listed buildings. **Heron Corp Ltd v Manchester City Council** [1978] 3 1240, CA.

Reserved matters — Variation or revision of reserved matters once approval of them obtained — Developer obtaining outline planning permission in which certain matters reserved — Developer obtaining approval of reserved matters — Developer wishing to revise or vary matters for which approval obtained — Whether developer entitled to submit further application for approval of reserved matters — Whether fresh application for outline planning permission required. **Heron Corp Ltd v Manchester City Council** [1978] 3 1240, CA.

Permitted development. *See* **Development** — Permitted development, *ante*.

TRADE

Discontinuance —

Income tax. *See* **Income tax** (Discontinuance of trade).

Fraudulent trading —

Company —

Winding-up. *See* **Company** (Winding-up — Fraudulent trading).

Record relating to trade or business —

Evidence in criminal proceedings. *See* **Criminal evidence** (Record relating to trade or business)

Records —

Admissibility in evidence —

Criminal proceedings. *See* **Criminal evidence** (Record relating to trade or business).

Restraint of trade —

Restraint of trade by agreement. *See* **Restraint of trade by agreement**.

TRADE DISPUTE

Dispute connected with terms and conditions of employment —

Coercive interference with conduct of employer's business distinguished —

Actions of employers not having reached stage involving dispute connected with terms and conditions of employment — Broadcasting corporation — Transmission of television programme to South Africa — Employees' trade union objecting to South African government's racial policy — Employees' union threatening industrial action to prevent transmission unless corporation stopped programme being transmitted to South Africa — Corporation refusing to do so — Employees required by contracts of employment to perform any duties that might reasonably be required of them — Whether dispute between union and corporation 'connected with terms and conditions of employment' — Trade Union and Labour Relations Act 1974, s 29(1). **British Broadcasting Corp v Hearn** [1978] 1 111, CA.

Terms and conditions of employment —

Terms and conditions understood and applied by parties but not incorporated in contract — Dispute connected with terms and conditions not incorporated in contract — Whether a 'trade dispute' — Trade Union and Labour Relations Act 1974, s 29(1). **British Broadcasting Corp v Hearn** [1978] 1 111, CA.

Injunction —

Interlocutory. *See* **Injunction** (Interlocutory — Trade dispute).

TRADE NAME

Passing off. *See* **Passing off** (Trade name).

TRADE SECRETS

Disclosure —

Injunction. *See* **Master and servant** (Duty of servant — Confidential information — Injunction restraining disclosure).

TRADE UNION

Membership and activities—

Activities of an independent trade union. *See* **Unfair dismissal** (Trade union membership and activities—Activities of an independent trade union).

Dismissal for exercising right to take part in union activities —

Unfair dismissal. *See* **Unfair dismissal** (Trade union membership and activities).

Recognition—

Redundancy—

Duty of employer to consult trade union recognised by him. *See* **Redundancy** (Recognition of trade union —Duty of employer to consult trade union representatives on redundancy —Duty to consult trade union recognised by employer).

Reference of recognition issue to Advisory, Conciliation and Arbitration Service—

Duty of Service to ascertain opinions of workers to whom issue relates—Scope of duty—Not reasonably practicable to ascertain views of all groups forming part of employer's work force—Employer withholding names and addresses of workers on payroll—Whether duty only to ascertain opinions of workers only where reasonably practicable to do so—Whether mandatory duty to ascertain opinions of all workers or of work force as a whole—Employment Protection Act 1975, s 14(1). **Grunwick Processing Laboratories Ltd v Advisory, Conciliation and Arbitration Service** [1978] 1 338, HL.

Duty of Service to ascertain opinions of workers to whom issue relates—Workers to whom issue relates—Dismissed workers—Part of employer's work force going on strike—Strikers subsequently joining union—Strikers dismissed by employer—Union seeking recognition for purpose of collective bargaining on behalf of whole work force—Dismissed workers seeking re-engagement—Recognition issue referred to Service—Whether dismissed workers 'workers to whom the [recognition] issue relates'—Whether Service under duty to ascertain opinions of dismissed workers—Trade Union and Labour Relations Act 1974, s 30(1)—Employment Protection Act 1975, s 14(1). **Grunwick Processing Laboratories Ltd v Advisory, Conciliation and Arbitration Service** [1978] 1 338, HL.

Redundancy—

Employer's duty to consult appropriate trade union. *See* **Redundancy** (Employer's duty to consult appropriate trade union).

Trade dispute—

Generally. *See* **Trade dispute**.

Unfair dismissal—

Dismissal for refusing to join trade union in accordance with union membership agreement. *See* **Unfair dismissal** (Determination whether dismissal fair or unfair—Dismissal for refusing to join trade union in accordance with union membership agreement).

TRADING RECEIPTS

Income tax. *See* **Income tax** (Profits—Trading receipts).

TRANSFER

Abroad—

Transfer of assets abroad by defendant.

Interlocutory injunction. *See* **Injunction** (Interlocutory—Danger that defendant may transfer assets out of jurisdiction).

Assets—

Injunction to restrain transfer out of jurisdiction. *See* **Injunction** (Interlocutory—Danger that defendant may transfer assets out of jurisdiction).

TRANSFERRED UNDERTAKING

British Transport Commission. *See* **British Transport Commission** (Transferred undertaking).

TRANSPORT

See **British Transport Commission**.

TRAVEL

Expenses—

Income tax. *See* **Income tax** (Deduction in computing profits—Travelling expenses).

TREATY

European Economic Community—

Direct application of treaty provisions. *See* **European Economic Community** (Treaty provisions—Direct application in member states).

TREE

Nuisance—

Continuing nuisance—

Right to sue—Occupier of land—Damage occurring while land occupied by plaintiff's predecessor in title. *See* **Nuisance** (Right to sue—Continuing nuisance—Damage occurring while land occupied by plaintiff's predecessor in title—Roots of tree planted by neighbour causing subsidence of wall of house).

Roots causing damage—

Damage occurring while land occupied by plaintiff's predecessor in title—

Continuing nuisance—Right of occupier to sue. *See* **Nuisance** (Right to sue—Occupier of land—Continuing nuisance—Damage occurring while land occupied by plaintiff's predecessor in title—Roots of tree planted by neighbour causing subsidence of wall of house).

TREE PRESERVATION

Local authority—

Duty to protect areas of natural beauty. *See* **Practice** (Parties—Local authority—Promotion or protection of interests of inhabitants of their area—Local authority obtaining injunction to restrain breaches by defendant of tree preservation order).

TRESPASS TO GOODS

Foreign chattels—

Conversion of foreign chattels. *See* **Conflict of laws** (Foreign chattels—Conversion of chattels in foreign country).

TRESPASS TO LAND

Damages—

Exemplary damages. *See* **Damages** (Exemplary damages—Trespass to land).

Foreign land—

Conflict of laws. *See* **Conflict of laws** (Foreign land—Trespass to land).

TRIAL

Civil action—

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Human rights and freedoms—

Right not to be deprived of liberty otherwise than by due process of law—Redress—Committal for contempt of court—Judge failing to specify nature of contempt charged—Contemnor applying by motion to another High Court judge for redress by award of damages against the Attorney-General as representing the state—Whether judge having jurisdiction to entertain motion—Whether committal contravention of constitutional right—Whether 'redress' including damages—Whether award of damages contrary to rule of public policy that a judge is not liable for anything done in his judicial capacity—Constitution of Trinidad and Tobago 1962 (SI 1962 No 1875), ss 1(a), 6(1)(2)(a). *Maharaj v Attorney-General of Trinidad and Tobago* (No 2) [1978] 2 670, PC.

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TRUST AND TRUSTEE

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Liability of trustee to make good loss and account. *See* **Liability of trustee**—Liability to make good loss and to account, *post*.

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Fiduciary duty owed by bank. *See* **Bank** (Account—Trust account—Fiduciary duty).

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House consisting of two flats held by defendant on trust for himself and plaintiff in equal shares—Defendant and plaintiff contributing in equal shares to mortgage on house—One flat becoming vacant—Plaintiff wishing to sell house with vacant possession and not wishing to relet flat because new tenancy would be protected—Plaintiff withholding payments for house until dispute over sale of house resolved—Defendant reletting flat to provide money for mortgage instalments—Whether breach of trust—Whether reletting reasonable and prudent conduct. *Peffer v Rigg* [1978] 3 745, ChD.

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Disposal of assets. *See* **Capital gains tax** (Disposal of assets —Person becoming absolutely entitled as against trustee).

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Beneficiary becoming absolutely entitled to property. *See* **Capital gains tax** (Settlement—Beneficiary becoming absolutely entitled to settled property).

Charitable trust. *See* **Charity** (Charitable trust).

Discretionary trust—

Payment or application of income—

Failure to distribute income within reasonable time of receipt—Obligatory discretionary power—Power expressed to be absolute and uncontrolled—Whether discretion extinguished after lapse of time—Whether court entitled to direct exercise of discretion. *Re Locker's Settlement Trusts* [1978] 1 216, ChD.

Failure to distribute income within reasonable time of receipt—Subsequent exercise of discretion by trustees on court's direction to distribute—Whether beneficiaries nominated subsequently to default of trustees entitled to benefit in distribution. *Re Locker's Settlement Trusts* [1978] 1 216, ChD.

Liability of trustee—

Liability to make good loss and to account—

Discretion of court—Trustee charitable corporation—Trustee acting honestly but mistakenly—Beneficiaries entitled to receive moiety of income of whole assets—Trustee dividing assets into moieties—Trustee appropriating each moiety to satisfy by its income entitlement of each beneficiary under trust—One moiety yielding larger income than other—Disparity in income not suppressed by trustee—Beneficiary delaying in pursuing claim—Whether accounts to be carried back to time of invalid appropriation or commencement of proceedings. *Re Freeston's Charity* [1978] 1 481, ChD.

TRUST AND TRUSTEE (cont)

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Existence of power—Factors determining existence of power to compromise—Exercise of power—Criterion for proper exercise—Consideration for compromise—Consideration surrender of interest under trust—Surrender altering other interests under trust—Whether compromise within power of trustee—Trustee Act 1925, s 15 (f). **Re Earl of Strafford (deceased)** [1978] 3 18, ChD.

Remuneration of trustee—

Approval by court for increase in fees of corporate trustee—

Provision in settlement for remuneration to in accordance with trustee's usual scale of fees at date of settlement—Remuneration inadequate for work being done 20 years later—No fundamental change in nature or assets of trust—Whether court having jurisdiction to alter general level of scale of fees. **Re Duke of Norfolk's Settlement Trusts** [1978] 3 907, ChD.

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Circumstances in which court will exercise jurisdiction to award remuneration—Settlement making provision for remuneration of trustees—Trustees performing services outside scope of ordinary duties of trustees—Value of trust property enhanced as result of trustees' services—Application by trustees for additional remuneration—Whether court having jurisdiction to award additional remuneration. **Re Duke of Norfolk's Settlement Trusts** [1978] 3 907, ChD.

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Generally. *See* **Settlement**.

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Settlement —

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Unassisted person's costs out of legal aid fund. *See* **Legal aid** (Unassisted person's costs out of legal aid fund).

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see **Settlement** (Uncertainty).

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Calculation of compensatory award—

Reduction where dismissal caused or contributed to by action of complainant—Tribunal finding that pressure exercised on employer to dismiss employee unfairly and that dismissal unfair—Whether open to tribunal to find that employee contributed to dismissal—Employment Protection Act 1975, s 76(6). **Ford Motor Co Ltd v Hudson** [1978] 3 23, EAT.

Constructive dismissal —

Test to be applied in determining whether employee constructively dismissed —

Breach of contract entitling employee to treat contract as terminated —Reasonableness of employer's conduct not appropriate test —Proper test to ask whether employer's conduct such as in law to entitle employee to treat himself as discharged from contractual obligations —Trade Union and Labour Relations Act 1974, Sch 1, para 5(2) (c). **Western Excavating (ECC) Ltd v Sharp** [1978] 1 713, CA.

Determination whether dismissal fair or unfair—

Dismissal for refusing to join trade union in accordance with union membership agreement—

Company employing 42 employees—Employees told that they were free to join union of their choice—33 employees joining one union and nine employees joining another—Union membership agreement concluded with first union—Employees who joined other union dismissed for refusing to join first union in accordance with agreement—Whether 'it [was] the practice' to join first union in accordance with agreement—Whether dismissals fair—Trade Union and Labour Relations Act 1974, Sch 1, para 6(5). **Himpfen v Allied Records Ltd** [1978] 3 891, EAT.

Refusal to join on grounds of religious belief—Conscientious objection based on moral belief—Whether conscientious objection based on moral belief justifying refusal to join union—Trade Union and Labour Relations Act 1974, Sch 1, para 6(5) (as amended by the Trade Union and Labour Relations (Amendment) Act 1976, ss 1 (e) 3(5)). **Saggers v British Railways Board** [1978] 2 20, EAT.

Refusal to join on grounds of religious belief—Personal religious belief—Personal belief as opposed to belief of religious sect to which employee belongs—Sect not proscribing trade union membership—Employee's conscience based on religious convictions not permitting him to join union—Whether employee's refusal to join union based 'on grounds of religious belief'—Trade Union and Labour Relations Act 1974, Sch 1, para 6(5) (as amended by the Trade Union and Labour Relations (Amendment) Act 1976, ss 1(e), 3(5)). **Saggers v British Railways Board** [1978] 2 20, EAT.

UNFAIR DISMISSAL (cont)**Determination whether dismissal fair or unfair (cont)—**

Dismissal for refusing to join trade union in accordance with union membership agreement (cont)—

Union membership agreement concluded by employers and union after representation that employees were free to join union of their choice—Copy of agreement posted on employees' notice board without comment—Between date of representation and date of conclusion of agreement 33 employees joining union with which agreement concluded and nine employees joining another union—Three months after agreement concluded employees who joined other union dismissed—Whether agreement sufficiently brought to attention of employees—Whether employers estopped from contending dismissals fair because employees had refused to join union in accordance with union membership agreement—Whether dismissals fair—Trade Union and Labour Relations Act 1974, Sch 1, para 6(5). *Himpfen v Allied Records Ltd* [1978] 3 891, EAT.

Specified reasons justifying dismissal —

Some other substantial reason justifying dismissal—Employer wishing to employ his own son in place of dismissed employee—Employer a farmer owning his own farm—Employee a farm worker—Employer's son just completed his agricultural training—Employee dismissed so that employer's son could take his place—Whether employee's dismissal justified—Whether reason for dismissal a 'substantial reason of a kind such as to justify the dismissal'—Trade Union and Labour Relations Act 1974, Sch 1, para 6(1) (b). *Priddle v Dibble* [1978] 1 1058, EAT.

Dismissal—**Expiry of contract for fixed term without renewal of term—**

Contract for a fixed term—Contract liable to be determined by notice—Contract for a term which is to expire on a fixed date subject to earlier determination on either party giving notice—Whether a 'contract...for a fixed term'—Trade Union and Labour Relations Act 1974, Sch 1, para 5(2)(b). *Dixon v British Broadcasting Corp* [1978] 2 465, EAT.

Frustration of contract of employment. *See Master and servant* (Contract of service—Frustration).

Dismissal in connection with strike or other industrial action—

Dismissal not unfair unless one or more employees of the same employer who also took part in the action were not dismissed—

Relevance of dates when other employees took part in action—Two of the employees on strike returning to work before end of strike—All other employees dismissed—Whether employees who returned to work before others were dismissed to be treated as 'employees...who also took part in that action'—Whether dismissal of other employees unfair—Trade Union and Labour Relations Act 1974, Sch 1, para 8(2) (a). *Stock v Frank Jones (Tipton) Ltd* [1978] 1 948 CA.

Excluded classes of employment—**Employee who ordinarily works outside Great Britain—**

Work partly inside and partly outside Great Britain—Method to be applied in determining whether employee ordinarily works outside Great Britain—Whether employee who ordinarily works in Great Britain can also ordinarily work outside Great Britain during same period of employment—Whether proper to look at terms of contract or at what had happened during period of employment to determine whether employee 'ordinarily works outside Great Britain'—Trade Union and Labour Relations Act 1974, Sch 1, para 9(2). *Wilson v Maynard Shipbuilding Consultants AB* [1978] 2 78, CA.

Employment under contract for services—

Employer and manager agreeing for tax purposes that manager to be self-employed in the future—Inland Revenue accepting arrangement—Manager operating under firm name rather than own name—Manager continuing to perform same duties as before—Manager dismissed and bringing claim for unfair dismissal—Whether manager an individual who has entered into or worked under a contract of employment—Whether manager an 'employee'—Trade Union and Labour Relations Act 1974, s 30(1), Sch 1, para 4(1). *Massey v Crown Life Insurance Co* [1978] 2 576, CA.

Pressure on employer to dismiss unfairly—

Test to be applied in determining whether there was 'pressure to dismiss'—

Factors to be considered—Trade Union and Labour Relations Act 1974, Sch 1, para 15. *Ford Motor Co Ltd v Hudson* [1978] 3 23, EAT.

Right not to be unfairly dismissed —**Restriction on right where employee reaches normal retiring age or specified age —**

Conjunctive or disjunctive requirement—Employee over specified age but under normal retiring age—Whether employee entitled to remedy only if under normal retiring age and under specified age—Whether employee over specified age but under normal retiring age entitled to remedy—Trade Union and Labour Relations Act 1974, Sch 1, para 10(b). *Nothman v London Borough of Barnet* [1978] 1 1243, CA.

Restriction on right when employee reaches normal retiring age or specified age —

Normal retiring age—Contractual provision for retirement at certain age—Employees in practice retiring at all ages—Whether 'normal retiring age' age at which employee required by contract to retire—Trade Union and Labour Relations Act 1974, Sch 1, para 10 (b). *Nothman v London Borough of Barnet* [1978] 1 1243, CA.

Trade union membership and activities —**Activities before commencement of employment —**

Employee dismissed because of activities before commencement of employment—Whether a ground for claim of unfair dismissal—Trade Union and Labour Relations Act 1974, Sch 1, para 6(4)(b). *City of Birmingham District Council v Beyer* [1978] 1 910, EAT.

UNFAIR DISMISSAL (cont)

Trade union membership and activities (cont)—

Activities of an independent trade union—

Employee dismissed for organising petition to employers regarding safety of machinery—

Employee receiving union's advice but not acting as union representative or on behalf of union—Whether employee acting as an individual or taking part 'in the activities of an independent trade union'—Whether a ground for claim of unfair dismissal—Trade Union and Labour Relations Act 1974, Sch 1, para 6(4) (b). *Chant v Aquaboats Ltd* [1978] 3 102, EAT.**UNFIT HOUSING**Unfitness for human habitation. *See* **Housing** (House unfit for human habitation).**UNILATERAL CONTRACT**Acceptance. *See* **Contract** (Offer and acceptance—Acceptance—Unilateral contract).**UNINCORPORATED ASSOCIATION**

Rules—

National Executive Committee of Labour Party—

Power to suspend constituency officers and committees—Rules conferring on committee duty to keep in active operation constituency party—Rules also conferring on committee power to take such action as necessary to enforce rules by way of expulsion of individual or otherwise—Committee suspending constituency officers and committees pending enquiry and appointing national agent in their place—Whether ultra vires. *Lewis v Heffer* [1978] 3 354, CA.**UNION**Trade union. *See* **Trade union**.**UNITED KINGDOM**

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Commonwealth immigrant. *See* **Commonwealth immigrant** (Admission).**UNIVERSITY**

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Dispute as to membership—

Visitor's jurisdiction. *See* **Corporation** (Visitor—Jurisdiction—Dispute as to membership of corporation—University).

Modern university—

Visitor. *See* **Education** (University—Visitor—Modern university).

Sport—

Charity—

Promotion and encouragement of sport—Trust to promote association football in schools and universities. *See* **Charity** (Education—Educational purposes—Sport—Promotion and encouragement of sport—Trust to promote, encourage and provide facilities for pupils of schools and universities to play association football and other games).

Trust—

Scheme for administering university or college trusts—

Power to provide for incidental, consequential and supplementary matters—Alteration of beneficial interests—Fund held on trust to pay moiety of income for benefit of each of two beneficiaries—College trustee of fund and one of beneficiaries—College making statutory scheme to amalgamate for purposes of investment and administration trusts of which it was trustee—College dividing trust fund into two moieties—One moiety included in scheme and one excluded—College receiving income of included moiety and other beneficiary income of excluded moiety—Appropriation of trust fund into moieties constituting alteration of beneficial interests—Whether appropriation a matter which was 'incidental, consequential [or] supplementary' to scheme—Whether college having power to make appropriation—Universities and Colleges (Trusts) Act 1943, s 2(1) (k). *Re Freeston's Charity* [1978] 1 481, ChD.

Visitor—

Modern university—

No appointment of visitor. *See* **Education** (University—Visitor—Modern university—Charter establishing university providing for appointment of visitor by Crown—No appointment made).**UNLAWFUL POSSESSION**Cannabinol derivative. *See* **Drugs** (Dangerous drugs — Cannabinol derivative — Unlawful possession).Dangerous drugs. *See* **Drugs** (Dangerous drugs—Unlawful possession).**UNMARRIED COUPLE**

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Domestic violence —

Exclusion of party from home —County court —Man and woman living with each other. *See***Injunction** (Exclusion of party from matrimonial home —County court —Man and woman who are living with each other in the same household as husband and wife).**UNOCCUPIED PROPERTY**Rates. *See* **Rates** (Unoccupied property).**UNQUALIFIED PERSON**

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Recovery. *See* **Solicitor** (Costs—Recovery—Unqualified person).**UNREGISTERED COMPANY**Winding-up *See* **Company** (Compulsory winding-up—Unregistered company).

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Compulsory purchase—

Compensation. *See* **Compulsory purchase** (Compensation—Assessment).

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House unfit for human habitation—

House capable at reasonable expense of being rendered fit—Cost of repairs compared to value of house. *See* **Housing** (House unfit for human habitation—Notice to execute works—House capable at reasonable expense of being rendered fit—Factors to be considered—Cost of repairs compared to value of house).

VALUE ADDED TAX

Assessment in default of proper returns by taxpayer —

Sum assessed deemed to be amount of tax due from him —

Sum recoverable as debt due to Crown —Defence to action by Crown —Right of taxpayer to raise defence that sum not in fact due —Taxpayer failing to make any returns —Crown assessing amount of tax due to best of their judgment —Crown bringing action to recover amount assessed as debt due —Taxpayer raising defence that sum not in fact due —Whether taxpayer could challenge assessment when sued for tax assessed —Finance Act 1972, ss 31(1)(6), 33(1). **Customs and Excise Comrs v Holvey** [1978] 1 1249, QBD.

Higher rate—

Boats and aircraft—

Goods suitable for use as part of boats or boat accessories—Suitable for—Items capable of being used as parts of boats or boat accessories—Items equally capable of being used for other purposes—Items not designed or adapted for use as parts of boats or boat accessories—Trailer couplings and winches—Whether couplings and winches 'goods of a kind suitable for use as parts of' trailers for carrying boats—Whether subject to tax at higher rate—Finance (No 2) Act 1975, Sch 7, Group 3, item 6. **Customs and Excise Comrs v Mechanical Services (Trailer Engineers) Ltd** [1978] 1 204, QBD.

Return —

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Power of Crown Court. *See* **Crown Court** (Sentence—Power to vary sentence or other order).

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Collision regulations. *See* **Shipping** (Collision regulations—Overtaking vessel).

VESTED INTEREST

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Contingent interest distinguished. *See* **Settlement** (Contingent interest—Contingent interest distinguished from vested interest liable to be divested).

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VICARIOUS LIABILITY

Loan of servant—

Transfer of entire and absolute control of servant—

Port authority rendering stevedoring services by hiring out stevedores in its regular employment—Hire of stevedores to load ship —Harbour byelaw providing that stevedores to be under superintendence of ship's officers and port authority not to be responsible as stevedores —Member of stevedoring gang injured in loading operation due to negligence of another member of the gang —Accident occurring when cargo being transferred from wharfside to ship by ship's winch —Whether liability for negligence of stevedore transferred from port authority to ship —Whether effect of byelaw to transfer entire and absolute control of stevedores to ship —Singapore Harbour Board Byelaws, byelaw 26. **Bhoomidas v Port of Singapore Authority** [1978] 1 956, PC.

VIOLENCE

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Exclusion of party from matrimonial home—

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Injunction. *See* **Injunction** (Husband and wife — Domestic violence).

VISITOR

Corporation—

Dispute as to membership—

Visitor's jurisdiction. *See* **Corporation** (Visitor—Jurisdiction—Dispute as to membership of corporation).

Jurisdiction of visitor. *See* **Corporation** (Visitor—Jurisdiction).

VISITOR (cont)

University—

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Care and control—

Application—

Jurisdiction of registrar. *See* **Jurisdiction—Registrar—Application for care and control of infant, post.**

Factors to be considered—

Adopted child—Application to counter effect of adoption order—Dismissal of application in limine—Welfare of child first and paramount consideration—Circumstances justifying investigation by court—Application by child's natural mother—Mother and father having consented to adoption—Adoption of child by man—Intention that mother should continue to care for child after adoption—Mother living with adoptive father and caring for child—Adoptive father subsequently preventing mother from having contact with child—Mother starting wardship proceedings and seeking care and control—Whether proceedings should be dismissed in limine. **Re O (a minor)(wardship : adopted child)** [1978] 2 27, CA.

Jurisdiction—

Inherent jurisdiction—

Circumstances in which exercisable—Discretion—Juvenile court making care order committing child to care of local authority—Application by parents for child to be made ward of court—Application opposed by local authority on merits—Objection to jurisdiction taken by local authority after conclusion of evidence—Whether objection taken too late. **Re H (a minor)(wardship : jurisdiction)** [1978] 2 903, CA.

Circumstances in which exercisable—Factors to be considered—Juvenile court making care order committing child to care of local authority—Parents wishing to return to their own country with child—Application by parents for child to be made ward of court—Whether High Court should assume jurisdiction. **Re H (a minor) (wardship : jurisdiction)** [1978] 2 903, CA.

Kidnapping—

Peremptory order for return of wards to foreign jurisdiction—Refusal to make order—Welfare of children first and paramount consideration—Circumstances rendering it proper for English court to assume jurisdiction—Likelihood of foreign court ordering return of children to custody of natural parent in England—Children living with mother and stepfather in California—Death of mother—Natural father having remarried and living in England—Application by stepfather to Californian court for custody—Father removing children to England and making them wards of court—Application by stepfather for peremptory order for return of children to California—Whether court should make order. **Re C (minors) (wardship : jurisdiction)** [1978] 2 230, CA.

Registrar—

Application for care and control of minor—Order made by district registrar without referring matter to appropriate county court judge—Proper practice to refer matter to appropriate judge. **Re L (a minor)(wardship proceedings)** [1978] 2 318, CA.

Practice—

Hearing—

Notice of hearing—Notice sent to mother of minor and not to solicitors on record—Whether desirable. **Re L (a minor)(wardship proceedings)** [1978] 2 318, CA.

WARNED LISTChancery Division. *See* **Practice** (Chancery Division—Warned List).**WARRANT**Arrest without. *See* **Arrest** (Arrest without warrant).

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Contract. *See* **Contract** (Construction—Warranty).Contract. *See* **Contract** (Warranty).

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Time charterparty. *See* **Shipping** (Time charterparty—Speed warranty).**WATER SUPPLY**

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Water company—

Contract for supply of water—

Duration of contract. *See* **Contract** (Time—Duration of contract—Determinable by reasonable notice—Contract by water company to supply water at set rate to hospital—Contract expressed to continue 'at all times hereafter'—Inflation increasing normal water charges twentyfold since contract made—Whether water company entitled to terminate contract by reasonable notice—Whether contract to be construed in context of circumstances in which made).

WIFE

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Generally. *See* **Husband and wife** (Maintenance).

Witness for prosecution—

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WILFUL NEGLECT

Maintenance—

Wife. *See* **Husband and wife** (Wilful neglect to maintain).**WILL**

Construction —

Evidence of sense in which testator used term —

Special sense for particular occasion distinguished from habitual sense —Gift to 'worthy causes' —Charitable intent —Contemporary document indicating that by worthy causes testatrix meant charities —Whether document admissible as evidence of sense in which testatrix used term. *Re Atkinson's Will Trusts* [1978] 1 1275, ChD.

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Election against will. *See* **Equity** (Election—Election against will).

Gift—

Absolute gift—

Trust for specified purpose—Expression of purpose construed as mere indication of motive for gift—Overriding intention to benefit donee—Bequest of residue on trust to be used for maintenance of wife and education of daughter up to university grade—Whether an absolute gift to wife and daughter—Whether valid disposition of residuary estate. *Re Osoba (deceased)* [1978] 2 1099, ChD.

Marriage—

Revocation by marriage. *See* **Revocation—Marriage, post**.

Residue—

Division—

Legacies of between £25 and £250 given to number of beneficiaries—Any residue to be divided 'between those beneficiaries who have only received small amounts'—Whether words 'who have only received small amounts' words of qualification or explanation—Whether residue to be divided among beneficiaries equally or in proportion to amount of each legacy. *Re Steel (deceased)* [1978] 2 1026, ChD.

Revocation—

Marriage—

Voidable marriage—Will made prior to testator entering into voidable marriage—Marriage voidable by reason of testator's unsoundness of mind but never avoided—Whether will revoked by marriage—Wills Act 1837, s 18—Matrimonial Causes Act 1973, s 12 (c). *Re Roberts (deceased)* [1978] 3 225, ChD & CA.

WINDING-UP

Company.

Compulsory winding-up. *See* **Company** (Compulsory winding-up).Generally. *See* **Company** (Winding-up).Voluntary winding-up. *See* **Company** (Voluntary winding-up).

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Generally. *See Sex discrimination*.

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Man and woman living with each other in same household—

Domestic violence—

Injunction—Exclusion of party from home—County court. *See Injunction* (Exclusion of party from matrimonial home—County court—Man and woman who are living with each other in the same household as husband and wife).

WORK AND LABOUR

Employment—

Generally. *See Employment*.

WORK IN PROGRESS

Computation of profits—

Income tax—

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Action in rem. *See Admiralty* (Practice — Action in rem — Writ).

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Issue—

Delay before issue of writ—

Prejudice to defendant—Dismissal of action for want of prosecution. *See Practice* (Dismissal of action for want of prosecution—Delay—Prejudice to defendant—Delay before issue of writ).

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Generally. *See Practice* (Service out of the jurisdiction).

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Murder —

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Self-control of reasonable man. *See Criminal law* (Murder —Provocation —Self-control of reasonable man —Young person).

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